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Filing date: **03/09/2020**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91233690
Party	Plaintiff Image Ten, Inc.
Correspondence Address	CECILIA DICKSON THE WEBB LAW FIRM PC 420 FT DUQUESNE BLVD SUITE 1200 PITTSBURGH, PA 15222 UNITED STATES cdickson@webblaw.com, csherwin@webblaw.com, trademarks@webblaw.com, gvadala@webblaw.com 412-471-8815
Submission	Plaintiff's Notice of Reliance
Filer's Name	Cecilia R. Dickson
Filer's email	cdickson@webblaw.com, csherwin@webblaw.com, gvadala@webblaw.com, trademarks@webblaw.com
Signature	/Cecilia R. Dickson/
Date	03/09/2020
Attachments	Notice of Reliance.pdf(397914 bytes) Exhibit A.pdf(32252 bytes) Exhibit B.pdf(2360228 bytes) Exhibit C.pdf(5199533 bytes) Exhibit D.pdf(1009342 bytes) Exhibit E.pdf(36858 bytes) Exhibit F.pdf(2036606 bytes) Exhibit G.pdf(2064353 bytes) Exhibit H.pdf(3134090 bytes) Exhibit I.pdf(328787 bytes) Exhibit J.pdf(1266506 bytes) Exhibit K.pdf(863701 bytes) Exhibit L.pdf(2127758 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

IMAGE TEN, INC.,)	Opposition No.: 91233690
)	
Opposer,)	Application No.: 87/090,468
)	
v.)	Mark: NIGHT OF THE LIVING DEAD
)	
RUSTY RALPH LEMORANDE,)	Filed: June 30, 2016
)	
Applicant.)	

OPPOSER’S FIRST NOTICE OF RELIANCE

Pursuant to 37 C.F.R. §§ 2.120 and 2.122, Opposer Image Ten, Inc. (“Opposer” or “Image Ten”), hereby identifies the following exhibits for its First Notice of Reliance.

Exhibit A: Current copy of information from the electronic database records of the USPTO showing the current status and title of the registration for Opposer’s United States Trademark Registration No. 3,686,876 for the mark NIGHT OF THE LIVING DEAD. This registration of Opposer is being offered to demonstrate Opposer’s use of the NIGHT OF THE LIVING DEAD mark in U.S. interstate commerce, as well as to show the similarity of the applied-for NIGHT OF THE LIVING DEAD mark to Opposer’s NIGHT OF THE LIVING DEAD mark as to appearance, sound, connotation, and commercial impression; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer’s NIGHT OF THE LIVING DEAD mark; the extent to which Opposer has the right to exclude others from using the NIGHT OF THE LIVING DEAD mark or confusingly similar variations; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative of the effect of use.

Exhibit B: Applicant's First Set of Interrogatories Directed to Opposer, dated September 25, 2017; Opposer's Responses to the First Set of Interrogatories of Applicant, dated November 7, 2017; and Opposer's Second Amended Responses to the First Set of Interrogatories of Applicant, dated March 15, 2019. These materials are being offered to show information relating to the similarity of the proposed services identified in the pending application for NIGHT OF THE LIVING DEAD to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative of the effect of use, bad faith, and the harm that would be caused to Opposer by Applicant's registration or continued use of the NIGHT OF THE LIVING DEAD mark.

Exhibit C: Applicant's First Set of Requests for Production, dated October 9, 2017; Opposer's Responses to Applicant's First Set of Requests for Production, dated November 7, 2017; Applicant's Second Set of Requests for Production, dated March 13, 2018; ; Opposer's Responses to Applicant's Second Set of Requests for Production, dated March 27, 2018; Opposer's Second Amended Responses to Applicant's Second Set of Requests for Production, dated August 20, 2018; and Opposer's Amended Responses to Applicant's Second Set of Requests for Production, dated March 21, 2019. These materials are being offered to show information relating to the similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services

sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative of the effect of use, bad faith, and the harm that would be caused to Opposer by Applicant's registration or continued use of the applied-for NIGHT OF THE LIVING DEAD mark.

Exhibit D: Applicant's First Set of Requests for Admissions, dated August 28, 2017, and Opposer's Responses to Requests for Admissions of Applicant, dated October 11, 2017. These materials are being offered to show information relating to the similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative to the effect of use.

Exhibit E: A current copy of information from the electronic database records of the USPTO showing the current status and title of Applicant's United States Trademark Application No. 87/090,468, which is the subject of this Opposition. This is being offered to demonstrate the similarity of the applied-for NIGHT OF THE LIVING DEAD mark to Opposer's NIGHT OF THE LIVING DEAD mark as to appearance, sound, connotation, and commercial impression; the similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative of the effect of use.

Exhibit F: Affidavit of Mr. James N. Cirronella, Jr., dated March 6, 2020. This document is being offered to show information relating to the similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative to the effect of use.

Exhibit G: An agreement between Opposer and The Museum of Modern Art, dated October 14, 2016. *See* NOTLD000027 – 30. This document is being offered to show information relating to the similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative to the effect of use.

Exhibit H: A license agreement between Opposer and Avatar Press, Inc., executed August 10, 2006. *See* NOTLD000142 – 149. This document is being offered to show information relating to the similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods

and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative to the effect of use.

Exhibit I: A license agreement between Opposer and Bughuul Productions, LLC, dated April 2, 2015. *See* NOTLD000150 – 156. This document is being offered to show information relating to the similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative to the effect of use.

Exhibit J: A distribution agreement between Opposer and Janus Films Company, executed June 12, 2017. *See* NOTLD000170 – 179. This document is being offered to show information relating to the similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative to the effect of use.

Exhibit K: A license agreement between Opposer and Imitating The Dog Limited. *See* NOTLD000180 – 187. This document is being offered to show information relating to the

similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative to the effect of use.

Exhibit L: A merchandising agreement between Opposer and The Next Big Thing LLC. *See* NOTLD000188 – 191. This document is being offered to show information relating to the similarity of the services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the similarity of the established, likely-to-continue trade channels for services intended to be sold under the applied-for NIGHT OF THE LIVING DEAD mark to those goods and services sold under Opposer's NIGHT OF THE LIVING DEAD mark; the market interface between Applicant and Opposer; the extent of potential confusion; as well as other facts probative to the effect of use.

Opposer reserves the right to supplement this Notice of Reliance as additional documents and/or information is identified.

Respectfully submitted,

THE WEBB LAW FIRM

Dated: March 9, 2020

/Cecilia R. Dickson/

Cecilia R. Dickson (PA ID No. 89348)

Christopher P. Sherwin (Reg. No. 67923)

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csherwin@webblaw.com
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Attorneys for Opposer

CERTIFICATE OF SERVICE

I certify that on the 9th day of March, 2020, a true and correct copy of the foregoing **OPPOSER'S NOTICE OF RELIANCE** was served upon Applicant via email:

Rusty Ralph Lemorande
1245 North Crescent Heights Blvd., #B
Los Angeles, CA 90046
lemorande@gmail.com

THE WEBB LAW FIRM

/Cecilia R. Dickson/
Cecilia R. Dickson

EXHIBIT A

Generated on: This page was generated by TSDR on 2020-03-09 14:16:37 EDT

Mark: NIGHT OF THE LIVING DEAD

Night of The Living Dead

US Serial Number: 77399334

Application Filing Date: Feb. 18, 2008

US Registration Number: 3686876

Registration Date: Sep. 22, 2009

Register: Principal

Mark Type: Trademark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: A Section 8 declaration has been accepted.

Status Date: Aug. 06, 2015

Publication Date: Jul. 08, 2008

Notice of Allowance Date: Sep. 30, 2008

Mark Information

Mark Literal Elements: NIGHT OF THE LIVING DEAD

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: T-shirts

International Class(es): 025 - Primary Class

U.S Class(es): 022, 039

Class Status: ACTIVE

Basis: 1(a)

First Use: Oct. 31, 2008

Use in Commerce: Oct. 31, 2008

For: Action figures and accessories therefor

International Class(es): 028 - Primary Class

U.S Class(es): 022, 023, 038, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: Oct. 31, 2008

Use in Commerce: Oct. 31, 2008

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Filed ITU: Yes

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: IMAGE TEN, INC.

Owner Address: 216 EUCLID AVENUE
GLASSPORT, PENNSYLVANIA UNITED STATES 15045

Legal Entity Type: CORPORATION

State or Country PENNSYLVANIA
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Paul Barlow

Attorney Primary Email Address: paulbarlowesq@aol.com

Attorney Email Authorized: No

Correspondent

Correspondent Name/Address: SphereWerx, LLC
56-03 203rd Street
Oakland Gardens, NY, NEW YORK UNITED STATES 11364

Phone: 718.810.6501

Fax: 631.465.9133

Correspondent e-mail: joe@fourthcastle.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Sep. 22, 2018	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
May 17, 2017	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Aug. 06, 2015	NOTICE OF ACCEPTANCE OF SEC. 8 - E-MAILED	
Aug. 06, 2015	REGISTERED - SEC. 8 (6-YR) ACCEPTED	68335
Aug. 06, 2015	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	68335
Jul. 05, 2015	TEAS SECTION 8 RECEIVED	
Jul. 05, 2015	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Sep. 22, 2009	REGISTERED-PRINCIPAL REGISTER	
Aug. 20, 2009	LAW OFFICE REGISTRATION REVIEW COMPLETED	66213
Aug. 19, 2009	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Jul. 20, 2009	TEAS/EMAIL CORRESPONDENCE ENTERED	66213
Jul. 20, 2009	CORRESPONDENCE RECEIVED IN LAW OFFICE	66213
Jul. 17, 2009	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jan. 23, 2009	NOTIFICATION OF NON-FINAL ACTION E-MAILED	
Jan. 23, 2009	NON-FINAL ACTION E-MAILED	
Jan. 23, 2009	SU - NON-FINAL ACTION - WRITTEN	77764
Jan. 08, 2009	STATEMENT OF USE PROCESSING COMPLETE	76569
Dec. 18, 2008	USE AMENDMENT FILED	76569
Jan. 08, 2009	CASE ASSIGNED TO INTENT TO USE PARALEGAL	76569
Dec. 18, 2008	TEAS STATEMENT OF USE RECEIVED	
Sep. 30, 2008	NOA MAILED - SOU REQUIRED FROM APPLICANT	
Jul. 08, 2008	PUBLISHED FOR OPPOSITION	
Jun. 18, 2008	NOTICE OF PUBLICATION	
May 31, 2008	LAW OFFICE PUBLICATION REVIEW COMPLETED	66213
May 31, 2008	ASSIGNED TO LIE	66213
May 30, 2008	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 29, 2008	ASSIGNED TO EXAMINER	77764

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: TMO LAW OFFICE 117

Date in Location: Aug. 06, 2015

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: SphereWerx, LLC

Assignment 1 of 1

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [6052/0078](#)

Pages: 2

Date Recorded: May 03, 2017

Supporting Documents: [assignment-tm-6052-0078.pdf](#)

Assignor

Name: [SPHEREWERX, LLC](#)

Execution Date: May 03, 2017

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: NEW YORK

Assignee

Name: [IMAGE TEN, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: PENNSYLVANIA

Address: 216 EUCLID AVENUE
GLASSPORT, PENNSYLVANIA 15045

Correspondent

Correspondent Name: FARAH P. BHATTI

Correspondent Address: 18400 VON KARMAN AVE., SUITE 800
IRVINE, CA 92612

Domestic Representative - Not Found

EXHIBIT B

1 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**
2 **BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

3
4 IMAGE TEN, INC.

5 Opposer

Opposition No. 91233690

6 v.

7 RUSTY LEMORANDE

8 Applicant

RUSTY LEMORANDE'S FIRST SET OF INTERROGATORIES

9
10 PROPOUNDING PARTY:
11 RESPONDING PARTY:
12 REQUEST SET NO.:

Rusty Lemorande ("Rusty")
Image Ten, Inc. ("Image Ten")
One

13 Pursuant to FRCP 33, Rusty requests that Image Ten, Inc. answer each of the following
14 Interrogatories, under oath and in writing within thirty (30) days of service in accordance with
15 the Rule, the definitions, and the instructions contained here.

16 **DEFINITIONS.**

17 1. "Action" shall mean any law suit, arbitration, opposition proceeding,
18 cancellation proceeding, or other legal action before a court, tribunal or regulatory agency with
19 the power to grant relief.

20 2. "Mark" shall mean the phrase "NIGHT OF THE LIVING DEAD" or variations
21 on such phrase for use with Motion Picture creation, production, distribution or licensing.

22 3. "Motion Picture" shall mean a movie, film, made for television movie, or other
23 commercial moving picture medium.

24 4. "Rusty" shall mean Rusty Lemorande an individual and resident of California.

25 5. "Document" is used in its customary broad sense to include, by way of
26 illustration only and not by way of limitation, all written or graphic matter of every kind and
27 description, whether printed or reproduced by any process, or written and/or produced by hand,
28 whether final or draft, original or reproduction, whether in actual or constructive possession,
custody, or control of the party, including: letters, correspondence, memoranda of telephone or

1 personal conversations, emails, microfilm, microfiches, telegrams, books, magazines,
2 newspapers, advertisements, periodicals, bulletins, circulars, brochures, pamphlets, statements,
3 notices, advertising layouts, trade letters, press releases, reports, rules, regulations, directives,
4 teletype or telefax messages, minutes or records of meetings, interoffice communications,
5 financial statements, ledgers, books of account, proposals, prospectuses, offers, orders,
6 receipts, working papers, desk calendars, appointment books, logs, diaries, routing slips, time
7 sheets, logs, movies, tapes (or visual or audio reproductions), drawings, blueprints, sketches,
8 plans, graphs, charts, photographs, shipping papers, purchase orders, phonograph records, data
9 *processing paper results, data printouts and computations (both in hard-copy form and stored in*
10 *memory components)* transcripts of oral statements or testimony.

11 6. "Identify" (a) when used with respect to a person means to set forth the name,
12 business position, business address and telephone number, and residential address and
13 telephone number of such person; (b) when used with respect to a Gaming License, means to
14 set forth the jurisdiction where the license was granted, the government or regulatory agency
15 that issued the license, the category or type of license, and current status of license; (c) when
16 used with respect to a Gaming Application, means to set forth the jurisdiction where the
17 application was submitted, the date the application was submitted, the category or type of
18 license applied for, and the current status of application; (d) when used with respect to a Hotel,
19 means to set forth the complete name of the hotel, its physical address, telephone number and
20 website address, and; (e) when used in any other context shall be construed according to its
21 common meaning to require the disclosure of Your knowledge or information in Your
22 possession that is necessary to establish the identity of the subject matter to which the
23 interrogatory pertains.

24 7. "Oppositions" shall mean any forms of objection or opposition to a Third
25 Party's use of a particular trademark, service mark, tradename or fictitious firm name,
26 including but not limited to any cease and desist letter, a complaint filed in any court having
27 competent jurisdiction over the relevant subject matter, any letter of protest submitted to the
28 USPTO, any request for an extension of the time to oppose a Third Party's mark, or any

1 opposition proceeding commenced with the TTAB.

2 8. "Person/Entity" shall mean any natural person, firm, partnership, joint venture,
3 sole proprietorship, association, contractor, consultant, expert, institution, corporation,
4 unincorporated organization, trust, business entity, any other legal entity, or other entity of any
5 description.

6 9. "Third Party(ies)" shall mean all Persons other than Rusty and Image Ten.

7 10. "TTAB" shall mean the Trademark Trial and Appeal Board of the USPTO

8 11. "USPTO" shall mean the United States Patent and Trademark Office.

9 12. "You" and "Your" shall refer to the named Opposer in this action, Image Ten,
10 Inc. The terms "You" or "Your" shall also refer to Your agents, Your employees, Your
11 representative, Your insurance companies, their agents, their employees, Your attorneys, Your
12 accountants, Your investigators, or any Person/Entity(s) (as defined above) acting on Your
13 behalf or at Your request.

14 INSTRUCTIONS

15 1. These Interrogatories are continuing in character so as to require prompt further
16 responses if additional information or Documents are obtained between the time the responses
17 were served and the time of trial.

18 2. The use of the singular form of any word used herein includes the plural form,
19 and vice versa.

20 3. The use of the masculine form of any word used herein includes the feminine
21 and neuter genders.

22 4. "And" and "or" shall be construed either disjunctively or conjunctively to bring
23 within the scope of the request all information and responses within the general scope of the
24 request.

25 5. If any privilege is claimed with respect to any answer, please state with respect
26 to each such claim of privilege the identity of the item with respect to which the privilege is
27 claimed with sufficient particularity to enable Rusty to bring the matter before the TTAB for a
28 ruling on such a claim, and state the alleged ground of privilege and the complete factual basis

1 for such a claim.

2 6. Where Your answer to an Interrogatory is based in whole or in part upon any
3 Document, please so state and identify each Document upon which Your answer is based.

4 7. Where Your answer or a portion thereof is given upon information and belief
5 rather than personal knowledge, please so state and describe and/or identify the sources of such
6 information and belief.

7 8. Whenever an Interrogatory elicits the identity of a person, state the name,
8 business position, business address and telephone number, and residential address and
9 *telephone number of such person.*

10 INTERROGATORIES

11 **Interrogatory No. 1:** Identify separately all licenses for the Mark or variations
12 of the Mark that identify You as a licensor.

13 **Interrogatory No. 2:** Identify separately all licenses for the Mark or variations
14 of the Mark that identify You as a licensee.

15 **Interrogatory No. 3:** Identify any relationship between You and Matt Cloude.

16 **Interrogatory No. 4:** Identify any relationship between You and Roger
17 Conners.

18 **Interrogatory No. 5:** Identify any relationship between You and Ray Austin.

19 **Interrogatory No. 6:** Identify any relationship between You and Albert
20 Cochran.

21 **Interrogatory No. 7:** Identify any relationship between You and Mike
22 Schneider.

23 **Interrogatory No. 8:** Identify any relationship between You and Lewis
24 Guthrie.

25 **Interrogatory No. 9:** Identify any relationship between You and James Plumb.

26 **Interrogatory No. 10:** Identify any relationship between You and Joshua
27 Dickinson.

28 **Interrogatory No. 11:** Identify any relationship between You and Zebediah De

1 Soto.

2 **Interrogatory No. 12:** Identify any relationship between You and Krisztian

3 Majdik.

4 **Interrogatory No. 13:** Identify any relationship between You and Mike

5 Schneider.

6 **Interrogatory No. 14:** Identify any relationship between You and Stu Dodge.

7 **Interrogatory No. 15:** Identify any relationship between You and Robert Lucas.

8 **Interrogatory No. 16:** Identify any relationship between You and Joe D'Amatz.

9 **Interrogatory No. 17:** *Identify any relationship between You and Jeff*

10 Broadstreet.

11 **Interrogatory No. 18:** Identify any relationship between You and Brian Yuzna.

12 **Interrogatory No. 19:** Identify any relationship between You and Ken

13 Wiederhorn.

14 **Interrogatory No. 20:** Identify any relationship between You and Ellory

15 Elkayem.

16 **Interrogatory No. 21:** Identify any relationship between You and Gregory

17 Morin.

18 **Interrogatory No. 22:** Identify any relationship between You and Jonathan

19 McDevitt.

20 **Interrogatory No. 23:** Identify any relationship between You and Shalena

21 Oxley.

22 **Interrogatory No. 24:** Identify any relationship between You and Rich P.

23 Matthews.

24 **Interrogatory No. 25:** Identify any relationship between You and Roman Soni.

25 **Interrogatory No. 26:** Identify any relationship between You and Nicholas

26 Humphries.

27 **Interrogatory No. 27:** Identify any relationship between You and the production

28 company for MISLEAD: NIGHT OF THE LIVING DEAD.

1 **Interrogatory No. 28:** Identify any relationship between You and Michael
2 Kesler.

3 **Interrogatory No. 29:** Identify any relationship between You and Anna
4 Humphries.

5 **Interrogatory No. 30:** Identify any relationship between You and Steve Look.

6 **Interrogatory No. 31:** Identify the total annual gross revenue You have received
7 from the conduct of entertainment media production for each of the past five years.

8 **Interrogatory No. 32:** Identify the total annual gross revenue You have received
9 *from your use or licensing of the Mark for the production of a Motion Picture in the last 10*
10 *years.*

11 **Interrogatory No. 33:** Identify the title of any and all Motion Pictures You
12 produced in the last 10 years.

13 **Interrogatory No. 34:** Identify any revenue generating activity regarding the
14 Mark that You have engaged in during the last 10 years identified on a year by year basis.

15 **Interrogatory No. 35:** Identify any use of the Mark for any commercial purpose
16 by You in the last 10 years by year and nature of such use.

17 **Interrogatory No. 36:** Identify separately all incidents of media coverage in the
18 last 10 years that associates the phrase NIGHT OF THE LIVING DEAD with You.

19 **Interrogatory No. 37:** Identify separately all Motion Pictures produced by You,
20 the year of production and the owner of such Motion Picture.

21 **Interrogatory No. 38:** Identify separately all parties with an ownership right or
22 claimed ownership right in the 1968 movie featuring the Mark identified in your Notice of
23 Opposition.

24 **Interrogatory No. 39:** Identify separately all Oppositions filed by You regarding
25 the Mark.

26 **Interrogatory No. 40:** Identify separately by date all Actions filed by You
27 regarding use of the Mark for Motion Pictures, including the date such Action was filed, the
28 court or tribunal before which such Action was filed, and the disposition of such Action.

1 **Interrogatory No. 41:** Explain why Image 10 filed its trademark application on
2 August 9, 2005 for "Night Of The Living Dead"?

3 **Interrogatory No. 42:** Explain why Image 10 abandoned its trademark
4 application on July 24, 2007, originally filed on August 9, 2005 for "Night Of The Living D

5 **Interrogatory No. 43:** Explain why George Romero and John Russo agreed
6 mutually to not use the title "NIGHT OF THE LIVING DEAD" for subsequent remakes and
7 sequels.

8 **Interrogatory No. 44:** Explain why George Romero and John Russo agreed to
9 *would bifurcate the title NIGHT OF THE LIVING DEAD, with George Romero subsequently*
10 solely using 'NIGHT OF ...' only, and John Russo solely using "...THE LIVING DEAD" only
11 for any later sequels, prequels or remakes.

12 **Interrogatory No. 45:** Explain why the original corporate filing for Image Ten
13 filed in Pennsylvania on March 1, 1967 was only for two years, and thereafter expired.

14 **Interrogatory No. 46:** Explain why Image Ten requested Revival of its expired
15 corporate status within Pennsylvania in April 2017.

16 **Interrogatory No. 47:** Describe in detail (including dates and locations) all
17 activities created, initiated by or participated in by Image Ten to promote the film NIGHT OF
18 THE LIVING DEAD in 'Night Of The Living Dead conventions' as stated in paragraph 2 of
19 Image Ten's opposition complaint filed 3/29/2017.

20 **Interrogatory No. 48:** List all commercial activities performed by Image Ten
21 relating to promotion of the film NIGHT OF THE LIVING DEAD over the past 50 years.

22 **Interrogatory No. 49:** Explain why David Clipper is not listed as a director,
23 officer or shareholder in the application for reinstatement of the corporation entity, IMAGE
24 Ten, in Image Ten's filing for reinstatement in Pennsylvania on 5/2/2017 although previously
25 listed as a director in the initial IMAGE TEN Articles of Incorporation signed and sealed in
26 December 1966.

27 **Interrogatory No. 50:** Explain why George Romero is not listed as a director,
28 officer or shareholder in the application for revival of the corporation entity, IMAGE Ten, in

1 Image Ten's filing for revival in Pennsylvania on 5/2/2017 although previously listed as a
2 director in the initial IMAGE TEN Articles of Incorporation signed and sealed in December
3 1966.

4 **Interrogatory No. 51:** State the current directors of the corporation IMAGE 10,
5 the entity revived by filing in Pennsylvania on 5/2/2017.

6 **Interrogatory No. 52:** Describe the circumstances by which Image Ten
7 acquired, by assignment, the registered trademark for toys previously maintained by
8 SphereWerx, LLC, including the consideration for such acquisition.

9
10 Dated this 25th day of September, 2017

11
12 By: /s/ Rusty Ralph Lemorande
13 245 N. Crescent Hts. Blvd #B,
14 LOS ANGELES CALIFORNIA 90046

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Certificate of Service

A copy of Rusty Lemorande's First Set of Interrogatories in Opposition No. 91233690 was served by first class mail, postage prepaid, upon Farah Bhatti at the Buchalter Firm, 18400 Von Karman Avenue, Suite 800 | Irvine, CA 92612-0514

/s/ Rusty Ralph Lemorande
Rusty Ralph Lemorande

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Image Ten, Inc. Opposer, v. Rusty Ralph Lemorande Applicant.	Opposition No.: 91233690 OPPOSER IMAGE TEN, INC.'S RESPONSE TO APPLICANT RUSTY RALPH LEMORANDE'S FIRST SET OF INTERROGATORIES
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PROPOUNDING PARTY: APPLICANT RUSTY RALPH LEMORANDE
RESPONDING PARTY: OPPOSER IMAGE TEN, INC.
SET NO.: ONE (1)

OPPOSER'S RESPONSE TO APPLICANT'S INTERROGATORIES (SET 1)

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, and Rule 2.120 of the Trademark Rules of Practice, Opposer Image Ten, Inc. ("Opposer") hereby responds to the First Set of Interrogatories propounded by Rusty Ralph Lemorande ("Lemorande"), as follows:

PRELIMINARY STATEMENT

1. Opposer's responses are based upon its present knowledge, information and belief. Opposer has not completed its investigation and discovery of the facts related to this proceeding. Further discovery, independent investigation, legal research and analysis may supply additional facts and/or add meaning to known facts. Without acknowledging any obligation to do so, except as required by law, Opposer reserves the right to amend, supplement, correct or clarify its responses to the Interrogatories when and if new or additional information becomes available.

2. Opposer reserves the right to object to the use and/or admissibility of any of its responses to the Interrogatories at the trial of this action, at any other proceeding, or in any other action or proceeding.

3. Nothing contained in these responses should be construed as an admission relating to the existence or non-existence of any fact, and no response is to be considered an admission respective of the relevance or admissibility of any information contained therein.

4. The following responses are submitted without prejudice to Opposer's right to product evidence of any subsequently discovered fact or facts which Opposer may later recall or discover. The responses contained herein are made in a good-faith effort to supply as much factual information as is presently known, but in no way prejudices Opposer's ability to engage in further discovery, research or analysis.

5. Opposer incorporated by reference this Preliminary Statement and the following General Objections in each and every response set forth below.

GENERAL OBJECTIONS

A. Opposer objects to the Interrogatories propounded by Lemorande to the extent they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence with respect to the issues in this action.

B. Opposer objects to the Interrogatories as burdensome and as designed, in whole or in part, to harass rather than to serve any legitimate discovery purpose.

C. Opposer objects to the Interrogatories as overbroad and not limited to a reasonable time period.

D. Opposer objects to the Interrogatories as to the extent they seek information of a commercially sensitive nature. Revealing such information would substantially and irreparably injure Opposer by revealing information which derives independent economic value from not being generally known or which has been acquired primarily through confidential research and development efforts by or on behalf of Opposer.

E. Opposer objects to the Interrogatories to the extent they seek privileged information protected by the attorney-client privilege or the attorney-work product doctrine. Such privileged information includes, but is not limited to, the following:

- a. Information which constitutes, reflects, refers to or relates to confidential communications between officers, directors or employees of Opposer and counsel;
- b. Information which constitutes, reflects, refers to or relates to the

impressions, conclusions, opinions or mental process of counsel, their agents or employees.

F. Opposer objects to the Interrogatories to the extent they seek information relating to employees or customers of Opposer, the disclosure of which would invade their right to privacy.

G. Opposer objects to the Interrogatories to the extent Lemorande has exceeded the limit for Interrogatory Requests.

INTERROGATORY NO. 1:

Identify separately all licenses for the Mark or variations of the Mark that identify You as a licensor.

RESPONSE TO INTERROGATORY NO. 1:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 2:

Identify separately all licenses for the Mark or variations of the Mark that identify You as a licensee.

RESPONSE TO INTERROGATORY NO. 2:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 3:

Identify any relationship between You and Matt Cloude.

RESPONSE TO INTERROGATORY NO. 3:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 4:

Interrogatory No. 4: Identify any relationship between You and Roger Connors.

RESPONSE TO INTERROGATORY NO. 4:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 5:

Identify any relationship between You and Ray Austin.

RESPONSE TO INTERROGATORY NO. 5:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 6:

Identify any relationship between You and Albert Cochran.

RESPONSE TO INTERROGATORY NO. 6:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 7:

Identify any relationship between You and Mike Schneider.

RESPONSE TO INTERROGATORY NO. 7:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 8:

Identify any relationship between You and Lewis Guthrie.

RESPONSE TO INTERROGATORY NO. 8:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 9:

Identify any relationship between You and James Plumb.

RESPONSE TO INTERROGATORY NO. 9:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 10:

Identify any relationship between You and Joshua Dickinson.

RESPONSE TO INTERROGATORY NO. 10:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 11:

Identify any relationship between You and Zebediah De Soto.

RESPONSE TO INTERROGATORY NO. 11:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In

addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 12:

Identify any relationship between You and Krisztian Majdik.

RESPONSE TO INTERROGATORY NO. 12:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 13:

Identify any relationship between You and Mike Schneider.

RESPONSE TO INTERROGATORY NO. 13:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is

neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 14:

Identify any relationship between You and Stu Dodge.

RESPONSE TO INTERROGATORY NO. 14:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 15:

Identify any relationship between You and Robert Lucas.

RESPONSE TO INTERROGATORY NO. 15:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is

vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 16:

Identify any relationship between You and Joe D'Amatz.

RESPONSE TO INTERROGATORY NO. 16:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term "relationship" is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 17:

Identify any relationship between You and Jeff Broadstreet.

RESPONSE TO INTERROGATORY NO. 17:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current

proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 18:

Identify any relationship between You and Brian Yuzna.

RESPONSE TO INTERROGATORY NO. 18:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 19:

Identify any relationship between You and Ken Wiederhorn.

RESPONSE TO INTERROGATORY NO. 19:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and

proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 20:

Identify any relationship between You and Ellory Elkayem.

RESPONSE TO INTERROGATORY NO. 20:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 21:

Identify any relationship between You and Gregory Morin.

RESPONSE TO INTERROGATORY NO. 21:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 22:

Identify any relationship between You and Jonathan McDevitt.

RESPONSE TO INTERROGATORY NO. 22:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 23:

Identify any relationship between You and Shalena Oxley.

RESPONSE TO INTERROGATORY NO. 23:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 24:

Identify any relationship between You and Rich P. Matthews.

RESPONSE TO INTERROGATORY NO. 24:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 25:

Identify any relationship between You and Roman Soni.

RESPONSE TO INTERROGATORY NO. 25:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 26:

Identify any relationship between You and Nicholas Humphries.

RESPONSE TO INTERROGATORY NO. 26:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 27:

Identify any relationship between You and the production company for MISLEAD:
NIGHT OF THE LIVING DEAD.

RESPONSE TO INTERROGATORY NO. 27:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 28:

Identify any relationship between You and Michael Kesler.

RESPONSE TO INTERROGATORY NO. 28:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In

addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 29:

Identify any relationship between You and Anna Humphries.

RESPONSE TO INTERROGATORY NO. 29:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 30:

Identify any relationship between You and Steve Look.

RESPONSE TO INTERROGATORY NO. 30:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the term “relationship” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is

neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 31:

Identify the total annual gross revenue You have received from the conduct of entertainment media production for each of the past five years.

RESPONSE TO INTERROGATORY NO. 31:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this Interrogatory on grounds that the terms “conduct of entertainment media production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 32:

Identify the total annual gross revenue You have received from your use or licensing of the Mark for the production of a Motion Picture in the last 10 years.

RESPONSE TO INTERROGATORY NO. 32:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and

proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 33:

Identify the title of any and all Motion Pictures You produced in the last 10 years.

RESPONSE TO INTERROGATORY NO. 33:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “produced” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 34:

Identify any revenue generating activity regarding the Mark that You have engaged in during the last 10 years identified on a year by year basis.

RESPONSE TO INTERROGATORY NO. 34:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 35:

Identify any use of the Mark for any commercial purpose by You in the last 10 years by year and nature of such use.

RESPONSE TO INTERROGATORY NO. 35:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 36:

Identify separately all incidents of media coverage in the last 10 years that associates the phrase NIGHT OF THE LIVING DEAD with You.

RESPONSE TO INTERROGATORY NO. 36:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 37:

Identify separately all Motion Pictures produced by You, the year of production and the owner of such Motion Picture.

RESPONSE TO INTERROGATORY NO. 37:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to

lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning..

INTERROGATORY NO. 38:

Identify separately all parties with an ownership right or claimed ownership right in the 1968 movie featuring the Mark identified in your Notice of Opposition.

RESPONSE TO INTERROGATORY NO. 38:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 39:

Identify separately all Oppositions filed by You regarding the Mark.

RESPONSE TO INTERROGATORY NO. 39:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and

proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “Oppositions” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 40:

Identify separately by date all Actions filed by You regarding use of the Mark for Motion Pictures, including the date such Action was filed, the court or tribunal before which such Action was filed, and the disposition of such Action.

RESPONSE TO INTERROGATORY NO. 40:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “Action” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of

admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 41:

Explain why Image 10 filed its trademark application on August 9, 2005 for “Night Of The Living Dead”?

RESPONSE TO INTERROGATORY NO. 41:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds the term “Explain” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 42:

Explain why Image 10 abandoned its trademark application on July 24, 2007, originally filed on August 9, 2005 for “Night Of The Living D

RESPONSE TO INTERROGATORY NO. 42:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and

proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds the term “Explain” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 43:

Explain why George Romero and John Russo agreed mutually to not use the title “NIGHT OF THE LIVING DEAD” for subsequent remakes and sequels.

RESPONSE TO INTERROGATORY NO. 43:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds the term “Explain” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 44:

Explain why George Romero and John Russo agreed to would bifurcate the title NIGHT OF THE LIVING DEAD, with George Romero subsequently solely using ‘NIGHT OF...’ only, and John Russo solely using “...THE LIVING DEAD” only for any later sequels, prequels or remakes.

RESPONSE TO INTERROGATORY NO. 44:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “Explain” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 45:

Explain why the original corporate filing for Image Ten filed in Pennsylvania on March 1, 1967 was only for two years, and thereafter expired.

RESPONSE TO INTERROGATORY NO. 45:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and

proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “Explain” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 46:

Explain why Image Ten requested Revival of its expired corporate status within Pennsylvania in April 2017.

RESPONSE TO INTERROGATORY NO. 46:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds the term “Explain” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 47:

Describe in detail (including dates and locations) all activities created, initiated by or participated in by Image Ten to promote the film NIGHT OF THE LIVING DEAD in ‘Night Of The Living Dead conventions’ as stated in paragraph 2 of Image Ten’s opposition complaint filed 3/29/2017.

RESPONSE TO INTERROGATORY NO. 47:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds that it is compound and vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 48:

List all commercial activities performed by Image Ten relating to promotion of the film NIGHT OF THE LIVING DEAD over the past 50 years.

RESPONSE TO INTERROGATORY NO. 48:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and

proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds the term “commercial activities” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 49:

Explain why David Clipper is not listed as a director, officer or shareholder in the application for reinstatement of the corporation entity, IMAGE TEN, in Image Ten’s filing for reinstatement in Pennsylvania on 5/2/2017 although previously listed as a director in the initial IMAGE TEN Articles of Incorporation signed and sealed in December 1966.

RESPONSE TO INTERROGATORY NO. 49:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds the term “Explain” is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 50:

Explain why George Romero is not listed as a director, officer or shareholder in the application for revival of the corporation entity, IMAGE Ten, in Image Ten's filing for revival in Pennsylvania on 5/2/2017 although previously listed as a director in the initial IMAGE TEN Articles of Incorporation signed and sealed in December 1966.

RESPONSE TO INTERROGATORY NO. 50:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds the term "Explain" is vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term "production" is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 51:

State the current directors of the corporation IMAGE 10, the entity revived by filing in Pennsylvania on 5/2/2017.

RESPONSE TO INTERROGATORY NO. 51:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current

proceeding. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

INTERROGATORY NO. 52:

Describe the circumstances by which Image Ten acquired, by assignment, the registered trademark for toys previously maintained by SphereWerx, LLC, including the consideration for such acquisition.

RESPONSE TO INTERROGATORY NO. 52:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer also objects to this interrogatory on grounds that it is compound and vague and ambiguous. Opposer further objects to this interrogatory on grounds that it is compound and vague and ambiguous and the term “production” is vague and ambiguous. Opposer further objects as the interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. In addition, the interrogatory is vague, ambiguous and unintelligible so as to make a response impossible without speculation as to its meaning.

Dated: November 7, 2017

Respectfully Submitted,

/fbhatti/

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CERTIFICATE OF SERVICE

Opposer, Image Ten, Inc., hereby certifies that a copy of this NOTICE OF OPPOSITION has been served upon Applicant on this 7th day of November, 2017, by First Class U.S. Mail, postage prepaid, at the following address:

Rusty Ralph Lemorande
245 N. Crescent Hts, Blvd. #B
Los Angeles, California 90046

/fbhatti/
Attorney for Opposer

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

IMAGE TEN, INC.,)	Opposition No.: 91233690
)	
Opposer,)	Application No.: 87/090,468
)	
v.)	Mark: NIGHT OF THE LIVING DEAD
)	
RUSTY RALPH LEMORANDE,)	Filed: June 30, 2016
)	
Applicant.)	
)	

**OPPOSER'S SECOND AMENDED ANSWERS TO APPLICANT'S
FIRST SET OF INTERROGATORIES**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, and Rule 2.120 of the Trademark Rules of Practice, Opposer Image Ten, Inc. hereby provides these Second Amended Answers to the First Set of Interrogatories propounded by Applicant Rusty Ralph Lemorande as follows:

PRELIMINARY STATEMENT

1. Opposer's Answers are based upon its present knowledge, information and belief. Further discovery, independent investigation, legal research and analysis may supply additional facts and/or add meaning to known facts. Without acknowledging any obligation to do so, except as required by law, Opposer reserves the right to amend, supplement, correct or clarify its Answers to the Interrogatories when and if new or additional information becomes available.

2. Opposer reserves the right to object to the use and/or admissibility of any of its Answers to the Interrogatories at any hearing or determination of this action, at any other proceeding, or in any other action or proceeding.

3. Nothing contained in these Answers should be construed as an admission relating to the existence or non-existence of any fact, and no answer is to be considered an admission respective of the relevance or admissibility of any information contained therein.

4. The following Answers are submitted without prejudice to Opposer's right to produce evidence of any subsequently discovered fact or facts which Opposer may later recall or discover. The Answers contained herein are made in a good-faith effort to supply as much factual information as is presently known, but in no way prejudices Opposer's ability to engage in further discovery, research or analysis.

5. Opposer incorporated by reference this Preliminary Statement and the following General Objections in each and every Answer set forth below.

GENERAL OBJECTIONS

A. Opposer objects to the Interrogatories propounded by Mr. Lemorande to the extent they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence with respect to the issues in this action.

B. Opposer objects to the Interrogatories to the extent they seek privileged information protected by the attorney-client privilege or the attorney-work product doctrine or any other protection, privilege or confidentiality agreement.

INTERROGATORY NO. 1:

Identify separately all licenses for the Mark or variations of the Mark that identify You as a licensor.

RESPONSE TO INTERROGATORY NO. 1:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the Interrogatory seeks information that is confidential and proprietary business information. In response to this Interrogatory, Opposer shall provide all such non-confidential license agreements that it can locate from a reasonable search of its records, the contents of which speak for themselves.

INTERROGATORY NO. 2:

Identify separately all licenses for the Mark or variations of the Mark that identify You as a licensee.

RESPONSE TO INTERROGATORY NO. 2:

None.

INTERROGATORY NO. 3:

Identify any relationship between You and Matt Cloude.

RESPONSE TO INTERROGATORY NO. 3:

None.

INTERROGATORY NO. 4:

Interrogatory No. 4: Identify any relationship between You and Roger Connors.

RESPONSE TO INTERROGATORY NO. 4:

None.

INTERROGATORY NO. 5:

Identify any relationship between You and Ray Austin.

RESPONSE TO INTERROGATORY NO. 5:

None.

INTERROGATORY NO. 6:

Identify any relationship between You and Albert Cochran.

RESPONSE TO INTERROGATORY NO. 6:

None.

INTERROGATORY NO. 7:

Identify any relationship between You and Mike Schneider.

RESPONSE TO INTERROGATORY NO. 7:

None.

INTERROGATORY NO. 8:

Identify any relationship between You and Lewis Guthrie.

RESPONSE TO INTERROGATORY NO. 8:

None.

INTERROGATORY NO. 9:

Identify any relationship between You and James Plumb.

RESPONSE TO INTERROGATORY NO. 9:

None.

INTERROGATORY NO. 10:

Identify any relationship between You and Joshua Dickinson.

RESPONSE TO INTERROGATORY NO. 10:

None.

INTERROGATORY NO. 11:

Identify any relationship between You and Zebediah De Soto.

RESPONSE TO INTERROGATORY NO. 11:

None.

INTERROGATORY NO. 12:

Identify any relationship between You and Krisztian Majdik.

RESPONSE TO INTERROGATORY NO. 12:

None.

INTERROGATORY NO. 13:

Identify any relationship between You and Mike Schneider.

RESPONSE TO INTERROGATORY NO. 13:

None.

INTERROGATORY NO. 14:

Identify any relationship between You and Stu Dodge.

RESPONSE TO INTERROGATORY NO. 14:

None.

INTERROGATORY NO. 15:

Identify any relationship between You and Robert Lucas.

RESPONSE TO INTERROGATORY NO. 15:

Robert Lucas is an agent of Image Ten and has been authorized to use the NIGHT OF The LIVING DEAD trademark on behalf of Image Ten. Robert Lucas has also assisted Image Ten in obtaining licenses for the Mark, including attending a Las Vegas licensing expo.

INTERROGATORY NO. 16:

Identify any relationship between You and Joe D'Amatz.

RESPONSE TO INTERROGATORY NO. 16:

None.

INTERROGATORY NO. 17:

Identify any relationship between You and Jeff Broadstreet.

RESPONSE TO INTERROGATORY NO. 17:

None.

INTERROGATORY NO. 18:

Identify any relationship between You and Brian Yuzna.

RESPONSE TO INTERROGATORY NO. 18:

None.

INTERROGATORY NO. 19:

Identify any relationship between You and Ken Wiederhorn.

RESPONSE TO INTERROGATORY NO. 19:

None.

INTERROGATORY NO. 20:

Identify any relationship between You and Ellory Elkayem.

RESPONSE TO INTERROGATORY NO. 20:

None.

INTERROGATORY NO. 21:

Identify any relationship between You and Gregory Morin.

RESPONSE TO INTERROGATORY NO. 21:

None.

INTERROGATORY NO. 22:

Identify any relationship between You and Jonathan McDevitt.

RESPONSE TO INTERROGATORY NO. 22:

None.

INTERROGATORY NO. 23:

Identify any relationship between You and Shalena Oxley.

RESPONSE TO INTERROGATORY NO. 23:

None.

INTERROGATORY NO. 24:

Identify any relationship between You and Rich P. Matthews.

RESPONSE TO INTERROGATORY NO. 24:

None.

INTERROGATORY NO. 25:

Identify any relationship between You and Roman Soni.

RESPONSE TO INTERROGATORY NO. 25:

None.

INTERROGATORY NO. 26:

Identify any relationship between You and Nicholas Humphries.

RESPONSE TO INTERROGATORY NO. 26:

None.

INTERROGATORY NO. 27:

Identify any relationship between You and the production company for MISLEAD: NIGHT OF THE LIVING DEAD.

RESPONSE TO INTERROGATORY NO. 27:

None.

INTERROGATORY NO. 28:

Identify any relationship between You and Michael Kesler.

RESPONSE TO INTERROGATORY NO. 28:

None.

INTERROGATORY NO. 29:

Identify any relationship between You and Anna Humphries.

RESPONSE TO INTERROGATORY NO. 29:

None.

INTERROGATORY NO. 30:

Identify any relationship between You and Steve Look.

RESPONSE TO INTERROGATORY NO. 30:

None.

INTERROGATORY NO. 31:

Identify the total annual gross revenue You have received from the conduct of entertainment media production for each of the past five years.

RESPONSE TO INTERROGATORY NO. 31:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the Interrogatory seeks information that is confidential and proprietary business information and that such information is not relevant to the current proceeding. Opposer objects to the extent the Interrogatory uses the term “entertainment media production” and attributes some unknown definition to that term and/or expects that the Opposer organizes its records to account for such revenue by category. Opposer does not have this information readily accessible in this form. Subject to the foregoing objections, Opposer shall provide documents indicating that it has received revenue from its continuing activities relating to the 1968 movie, including, without limitation, grants for use of film clips, arranging appearances of movie talent, organizing and arranging festivals, gatherings and showings and licensing, manufacturing and selling products and merchandise relating to the 1968 movie, including, without limitation, figurines, t-shirts, pins, clothing and the like. In particular, Opposer is providing agreements relating to various services that it believes constitute “entertainment media production” that were executed in the past five years from which Applicant can identify some of the revenue received to date for these services.

INTERROGATORY NO. 32:

Identify the total annual gross revenue You have received from your use or licensing of the Mark for the production of a Motion Picture in the last 10 years.

RESPONSE TO INTERROGATORY NO. 32:

Opposer incorporates its Answer to Interrogatory No. 32 by reference as if fully set forth herein. Opposer further states it is not known what activity is specifically meant by “for the production of a Motion Picture” as used in the context of this Interrogatory.

INTERROGATORY NO. 33:

Identify the title of any and all Motion Pictures You produced in the last 10 years.

RESPONSE TO INTERROGATORY NO. 33:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer has produced documentaries concerning the Making of The Night of The Living Dead in or about 2007 and 2017. Image Ten directors and shareholders, and *Night of the Living Dead* cast and crew members, participated in the documentaries concerning the making of *Night of The Living Dead* that were produced by the Criterion Collection for publication in February 2018 (information regarding these documentaries can be found with the following link: <https://www.amazon.com/Night-Living-Criterion-Collection-Blu-ray/dp/B077H8N7PP>). In addition, Opposer produced a newly copyrighted 4K version of *Night of the Living Dead* released in 2017.

INTERROGATORY NO. 34:

Identify any revenue generating activity regarding the Mark that You have engaged in during the last 10 years identified on a year by year basis.

RESPONSE TO INTERROGATORY NO. 34:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer has been engaged in the licensing of its trademark *Night of the Living Dead* and images from the movie *Night of the Living Dead* since the movie was released in 1968. Licenses have included action figures, toys, T-shirts, videos, movie stills, participating in horror conventions using the *Night of the Living Dead* trademark where merchandise and signatures from actors, director, and writers are provided on various memorabilia items including copies of original movie posters for the movie *Night of the Living Dead*. These activities have been ongoing since 1968. Opposer has also generated revenue by

licensing footage from *Night of the Living Dead* for use in feature film productions, including the film *White House Down* directed by Roland Emmerich and released in 2013 (a film clip can be viewed at the following link: <https://www.youtube.com/watch?v=Q38nJLVS5OM>), and the film *Sinister 2* directed by Ciaran Foy and released in 2015 (a film clip can be viewed at the following link: <https://www.youtube.com/watch?v=45zJGfEoUAg>, and Image Ten's contribution is listed at the following link: <https://www.imdb.com/title/tt2752772/companycredits>. Opposer states it will produce exemplary documents indicating that revenue generation has occurred throughout the time period since 1968, however, Opposer does not maintain in the ordinary course of business any breakdown of its revenue generation attributable to use of the trademark separate and apart from other activities. Opposer will produce exemplary instances of use but will not attempt to gather a decade's worth of evidence of all uses of the trademark.

INTERROGATORY NO. 35:

Identify any use of the Mark for any commercial purpose by You in the last 10 years by year and nature of such use.

RESPONSE TO INTERROGATORY NO. 35:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the Interrogatory is unduly burdensome in seeking every commercial use of the mark for over a decade. Subject to and without waiving the foregoing objections, Opposer has been engaged in the licensing of its trademark *Night of the Living Dead* and images from the movie *Night of the Living Dead* since the movie was released in 1968. Licenses have included action figures, toys, T-shirts, videos, movie stills, participating in horror conventions using the *Night of the Living Dead* trademark where merchandise and signatures from actors, director, and

writers are provided on various memorabilia items including copies of original movie posters for the movie *Night of the Living Dead*. These activities have been ongoing since 1968. In addition, Image Ten has use the *Night of the Living Dead* trademark to identify its various documentaries and anniversary releases of the movie. Moreover, Image Ten used its trademark *Night of the Living Dead* to market new versions of the original film. Opposer has granted exclusive distributorship of the motion picture *Night of the Living Dead* as directed by George A. Romero to Janus Films Company. Within the time period of granting this license, *Night of the Living Dead* has received two nationwide theatrical releases and a major home video release, which has garnered high praise for the property associated with the Mark. Information pertaining to this distribution can be found at the following links and will be produced in Opposer's document production:

<http://www.janusfilms.com/films/1858>,

<https://www.boxofficemojo.com/movies/?id=nightdead2017.htm>,

<https://www.boxofficemojo.com/movies/?id=nightlivingdead50.htm>,

<https://www.criterion.com/films/29331-night-of-the-living-dead>,

<https://www.amazon.com/Night-Living-Criterion-Collection-Blu-ray/dp/B077H8N7PP>, and

[https://www.amazon.com/Night-Living-Criterion-Collection-Blu-](https://www.amazon.com/Night-Living-Criterion-Collection-Blu-ray/dp/B077H8N7PP#customerReviews)

[ray/dp/B077H8N7PP#customerReviews](https://www.amazon.com/Night-Living-Criterion-Collection-Blu-ray/dp/B077H8N7PP#customerReviews). Opposer has also entered into a licensing agreement with Avatar Press to publish a series of licensed comics, co-written by John Russo, utilizing the Mark, which spanned at least six to eight years (this comic can be viewed using the link <https://www.amazon.com/Night-Living-Dead-John-Russo/dp/1592911064>). Avatar Press has also produced a number of *Night of the Living Dead* branded goods such as t-shirts and shot glasses, which were sold directly by the company at Texas Frightmare Weekend in February of 2008.

Opposer will produce exemplary instances of use but will not attempt to gather a decade's worth of evidence of all uses of the trademark.

INTERROGATORY NO. 36:

Identify separately all incidents of media coverage in the last 10 years that associates the phrase NIGHT OF THE LIVING DEAD with You.

RESPONSE TO INTERROGATORY NO. 36:

Given the amount of media coverage, Opposer will provide a representative list of such coverage. February 15, 2018 New York Times "Night of the Living Dead: Zombies Restored to their Full Beauty"; February 15, 2018 The Digital Bits "Night of the Living Dead (1968)(Blu-ray Review); February 13, 2018 Hollywood Reporter "How Get Out Puts Night of the Living Dead in a New Light"; February 12, 2018 Nerdist "Night of the Living Dead is a Beautiful Nightmare in 4K (Blu-ray Review); February 6, 2018 /Film "A Horror Newbie Watches Night of the Living Dead for the First Time; www.imdb.com (more than 15 years) Night of the Living Dead; Wikipedia; November 18, 1980 British Board of Film Classification "Night of the Living Dead (X)"; December 27, 2014 Forbes "The Top Ten Best Low-Budget Horror Movies of All Time"; November 16, 1999 CNN "U.S. Film Registry Adds 25 New Titles"; June 14, 2012 PopMatters "The Zombification Family Tree: Legacy of the Living Dead"; January 7, 2003 The Village Voice "The Dead Xones: George A Romero at the American Museum of the Moving Image"; February 2, 1997 Forbidden Weekend "George A. Romero Interview"; September 25, 2009 Science Fiction Society of Northern New Jersey "Zombie Encounter & Film Festival"; 1999 Handbook On Intellectual Property Claims and Remedies:2004 Supplement pp. 24-25; 1989 Blackwell Publishing "Monsters and Mad Scientists: A Cultural History of the Horror Movie"; 2011 Baylor "Monsters in America: Our Historical Obsession with the Hideous and the Haunting" pp. 194-195; 1988 University of Illinois Press,

American Horrors: Essays on the Modern American Horror Film, “Night of the Living Dead: It’s Not Like Just a Wind That’s Passing Through”; 2010 Citadel Press “Night of the Living Dead: Behind the Scenes of the Most Terrifying Zombie Movie Ever”; 1985 “The Complete Night of the Living Dead Filmbook”. Additional media coverage regarding the Mark can be found at the following links: <https://pittsburgh.cbslocal.com/video/3933383-pittsburgh-history-today-night-of-the-living-dead-50th-anniversary/>; <https://pittsburgh.cbslocal.com/video/3948574-night-of-the-living-dead-returns-to-byham-theater-50-years-later/>; and <https://www.youtube.com/watch?v=hjdNHuLA-c8>.

INTERROGATORY NO. 37:

Identify separately all Motion Pictures produced by You, the year of production and the owner of such Motion Picture.

RESPONSE TO INTERROGATORY NO. 37:

Opposer has produced 2 documentary films regarding NIGHT OF THE LIVING DEAD and is currently working on a new project. 1968 Night of the Living Dead, owned by Image Ten, Inc. 2017 Night of the Living Dead (4K version) owned by Image Ten, Inc.; 2007 Documentary of the Making of Night of the Living Dead owned by Image Ten, Inc.; 2017 Documentary of the Making of the Night of the Living Dead owned by Image Ten, Inc.

INTERROGATORY NO. 38:

Identify separately all parties with an ownership right or claimed ownership right in the 1968 movie featuring the Mark identified in your Notice of Opposition.

RESPONSE TO INTERROGATORY NO. 38:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections: Image Ten, Inc. is the exclusive owner of the 1968 movie Night of the Living Dead.

INTERROGATORY NO. 39:

Identify separately all Oppositions filed by You regarding the Mark.

RESPONSE TO INTERROGATORY NO. 39:

Opposition No. 91233690 and 92146671.

INTERROGATORY NO. 40:

Identify separately by date all Actions filed by You regarding use of the Mark for Motion Pictures, including the date such Action was filed, the court or tribunal before which such Action was filed, and the disposition of such Action.

RESPONSE TO INTERROGATORY NO. 40:

Opposition No. 91233690 and 92146671.

INTERROGATORY NO. 41:

Explain why Image 10 filed its trademark application on August 9, 2005 for “Night Of The Living Dead”?

RESPONSE TO INTERROGATORY NO. 41:

Applicant wanted to protect its trademark rights in the NIGHT OF THE LIVING DEAD trademark beyond the common law rights it already has in the trademark.

INTERROGATORY NO. 42:

Explain why Image 10 abandoned its trademark application on July 24, 2007, originally filed on August 9, 2005 for “Night Of The Living D

RESPONSE TO INTERROGATORY NO. 42:

The attorney of record, who filed the application, Scott Fields, had passed way during the pendency of the application. Opposer did not become aware of Mr. Fields' death until after the application was abandoned and could no longer be revived.

INTERROGATORY NO. 43:

Explain why George Romero and John Russo agreed mutually to not use the title "NIGHT OF THE LIVING DEAD" for subsequent remakes and sequels.

RESPONSE TO INTERROGATORY NO. 43:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, neither George Romero (deceased) nor John Russo are parties to this opposition and Image Ten, Inc. does not know their personal intent concerning any alleged arrangement or the terms of any such arrangement, if it existed.

INTERROGATORY NO. 44:

Explain why George Romero and John Russo agreed to would bifurcate the title NIGHT OF THE LIVING DEAD, with George Romero subsequently solely using 'NIGHT OF...' only, and John Russo solely using "...THE LIVING DEAD" only for any later sequels, prequels or remakes.

RESPONSE TO INTERROGATORY NO. 44:

Image Ten hereby incorporates its response to Interrogatory No. 43 by reference as if fully set forth herein.

INTERROGATORY NO. 45:

Explain why the original corporate filing for Image Ten filed in Pennsylvania on March 1, 1967 was only for two years, and thereafter expired.

RESPONSE TO INTERROGATORY NO. 45:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the Interrogatory seeks information that is not relevant to the current proceeding. Opposer objects to the extent that this Interrogatory seeks a legal conclusion, or assumes there was any specific reason associated with the alleged facts set forth in this Interrogatory. Without waiving the foregoing objections, the original intent as understood by the founders (who are not lawyers) was that Image Ten, Inc. would exist solely to produce and make the film Night of the Living Dead. With the success of the film, Image Ten, Inc. continued to function beyond the anticipated two-year period as a trust for the continuation of its original business interests and Image Ten, Inc. continued to make all required corporate tax payments to maintain the existence of its entity.

INTERROGATORY NO. 46:

Explain why Image Ten requested Revival of its expired corporate status within Pennsylvania in April 2017.

RESPONSE TO INTERROGATORY NO. 46:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the Interrogatory seeks information that is subject to any privilege or confidentiality agreement and/or is not relevant to the current proceeding. Without waiving the foregoing objections, Opposer notes that it had been paying corporate fees for the corporation from the time of incorporation to the present. Image Ten, Inc. decided to clear up its corporate status

because of ongoing licensing agreements concerning its trademark Night of the Living Dead and other intellectual property on the advice of legal counsel.

INTERROGATORY NO. 47:

Describe in detail (including dates and locations) all activities created, initiated by or participated in by Image Ten to promote the film NIGHT OF THE LIVING DEAD in ‘Night Of The Living Dead conventions’ as stated in paragraph 2 of Image Ten’s opposition complaint filed 3/29/2017.

RESPONSE TO INTERROGATORY NO. 47:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer further objects to the request for a listing of “all activities” as unduly burdensome. Without waiving the foregoing objections, and given the number of activities in which Opposer has participated, Opposer states Opposer has been engaged in the licensing of its trademark Night of the Living Dead and images from the movie Night of the Living Dead since the movie was released in 1968. Licenses have included action figures, toys, T-shirts, videos, movie stills, participating in horror conventions using the Night of the Living Dead trademark where merchandise and signatures from actors, director, and writers are provided on various memorabilia items including copies of original movie posters for the movie Night of the Living Dead. These activities have been ongoing since 1968. Opposer has participated in numerous conventions since 1968, including, but not limited to, The Living Dead Festival (<http://www.livingdeadfest.com/>) and Texas Frightmare Weekend (<https://protect-us.mimecast.com/s/M9mbCG6976fxW9juKa-mT?domain=texasfrightmareweekend.com>). Opposer has attended dozens, if not hundreds, of similar conventions throughout the past 10 years. Opposer does not maintain a record of the

specific dates on which these activities occurred. Opposer will produce exemplary documents of instances of all such activity.

INTERROGATORY NO. 48:

List all commercial activities performed by Image Ten relating to promotion of the film NIGHT OF THE LIVING DEAD over the past 50 years.

RESPONSE TO INTERROGATORY NO. 48:

Opposer incorporates its response to Interrogatory 47 by reference as if fully set forth herein.

INTERROGATORY NO. 49:

Explain why David Clipper is not listed as a director, officer or shareholder in the application for reinstatement of the corporation entity, IMAGE TEN, in Image Ten's filing for reinstatement in Pennsylvania on 5/2/2017 although previously listed as a director in the initial IMAGE TEN Articles of Incorporation signed and sealed in December 1966.

RESPONSE TO INTERROGATORY NO. 49:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the Interrogatory seeks information that is not relevant to the current proceeding. Without waiving the foregoing objections, Mr. Clipper was not required to be listed. By way of further response, Mr. Clipper continues to hold the same shareholder interest in *Night of the Living Dead* since the inception of Image Ten, Inc.

INTERROGATORY NO. 50:

Explain why George Romero is not listed as a director, officer or shareholder in the application for revival of the corporation entity, IMAGE Ten, in Image Ten's filing for revival in Pennsylvania

on 5/2/2017 although previously listed as a director in the initial IMAGE TEN Articles of Incorporation signed and sealed in December 1966.

RESPONSE TO INTERROGATORY NO. 50:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the interrogatory seeks information that not relevant to the current proceeding. Without waiving the foregoing objections, Opposer notes that Mr. Romero was not required to be listed. By way of further response, the estate of Mr. Romero continues to hold the same shareholder interest in *Night of the Living Dead* since the inception of Image Ten, Inc.

INTERROGATORY NO. 51:

State the current directors of the corporation IMAGE 10, the entity revived by filing in Pennsylvania on 5/2/2017.

RESPONSE TO INTERROGATORY NO. 51:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Without waiving the foregoing objections, Gary R. Streiner, Russell W. Streiner, Richard Ricci, James N. Cirronella Jr. and Karen Silver.

INTERROGATORY NO. 52:

Describe the circumstances by which Image Ten acquired, by assignment, the registered trademark for toys previously maintained by SphereWerx, LLC, including the consideration for such acquisition.

RESPONSE TO INTERROGATORY NO. 52:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the Interrogatory seeks information that is confidential and proprietary

business information and that such information is not relevant to the current proceeding. Without waiving the foregoing objection, Image Ten and SphereWerx, LLC have worked together in the past and have had an ongoing relationship since 2009. The parties decided it would be best to transfer the registration to Image Ten given its rights in the trademark. Terms of the consideration are confidential.

Respectfully submitted,

THE WEBB LAW FIRM

Dated: March 15, 2019

/Cecilia R. Dickson/

Cecilia R. Dickson (PA ID No. 89348)

Christopher P. Sherwin (Reg. No. 67923)

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of this **OPPOSER'S SECOND AMENDED RESPONSES TO APPLICANT'S FIRST SET OF INTERROGATORIES** was served this 15th day of March, 2019, upon the following via electronic mail:

Rusty Ralph Lemorande
1245 North Crescent Heights Blvd., #B
Los Angeles, CA 90046
lemorande@gmail.com

THE WEBB LAW FIRM

/Cecilia R. Dickson/

Cecilia R. Dickson

EXHIBIT C

1 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**
2 **BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

3
4
5 IMAGE TEN, INC.

6 Opposer

7 v.

8 RUSTY LEMORANDE

9 Applicant

Opposition No. [91233690](#)

**RUSTY LEMORANDE’S FIRST SET OF
REQUEST FOR PRODUCTION**

10 PROPOUNDING PARTY:

Rusty Lemorande (“Rusty”)

11 RESPONDING PARTY:

Image Ten, Inc.

12 REQUEST SET NO.:

One

13 Pursuant to FRCP 34, Crown requests that Six Continents answer each of the following
14 requests for admission, under oath and in writing within thirty (30) days of service in accordance
15 with the Rule, the definitions, and the instructions contained here.

16 **DEFINITIONS.**

17 1. “Action” shall mean any law suit, arbitration, opposition proceeding,
18 cancellation proceeding, or other legal action before a court, tribunal or regulatory agency with
19 the power to grant relief.

20 2. “Mark” shall mean the phrase “NIGHT OF THE LIVING DEAD” or variations
21 on such phrase for use with Motion Picture creation, production, distribution or licensing.

22 3. “Motion Picture” shall mean a movie, film, made for television movie, or other
23 commercial moving picture medium.

24 4. “Rusty” shall mean Rusty Lemorande an individual and resident of California.

25 5. “Document” is used in its customary broad sense to include, by way of illustration
26 only and not by way of limitation, all written or graphic matter of every kind and description,
27 whether printed or reproduced by any process, or written and/or produced by hand, whether final
28 or draft, original or reproduction, whether in actual or constructive possession, custody, or

1 control of the party, including: letters, correspondence, memoranda of telephone or personal
2 conversations, emails, microfilm, microfiches, telegrams, books, magazines, newspapers,
3 advertisements, periodicals, bulletins, circulars, brochures, pamphlets, statements, notices,
4 advertising layouts, trade letters, press releases, reports, rules, regulations, directives, teletype or
5 telefax messages, minutes or records of meetings, interoffice communications, financial
6 statements, ledgers, books of account, proposals, prospectuses, offers, orders, receipts, working
7 papers, desk calendars, appointment books, logs, diaries, routing slips, time sheets, logs, movies,
8 tapes (or visual or audio reproductions), drawings, blueprints, sketches, plans, graphs, charts,
9 photographs, shipping papers, purchase orders, phonograph records, data processing paper
10 results, data printouts and computations (both in hard-copy form and stored in memory
11 components) transcripts of oral statements or testimony.

12 6. “Identify” (a) when used with respect to a person means to set forth the name,
13 business position, business address and telephone number, and residential address and telephone
14 number of such person; (b) when used with respect to a Gaming License, means to set forth the
15 jurisdiction where the license was granted, the government or regulatory agency that issued the
16 license, the category or type of license, and current status of license: (c) when used with respect
17 to a Gaming Application, means to set forth the jurisdiction where the application was submitted,
18 the date the application was submitted, the category or type of license applied for, and the current
19 status of application; (d) when used with respect to a Hotel, means to set forth the complete name
20 of the hotel, its physical address, telephone number and website address, and; (e) when used in
21 any other context shall be construed according to its common meaning to require the disclosure
22 of Your knowledge or information in Your possession that is necessary to establish the identity
23 of the subject matter to which the interrogatory pertains.

24 7. “Oppositions” shall mean any forms of objection or opposition to a Third Party’s
25 use of a particular trademark, service mark, tradename or fictitious firm name, including but not
26 limited to any cease and desist letter, a complaint filed in any court having competent jurisdiction
27 over the relevant subject matter, any letter of protest submitted to the USPTO, any request for an
28 extension of the time to oppose a Third Party's mark, or any opposition proceeding commenced

1 with the TTAB.

2 8. “Person/Entity” shall mean any natural person, firm, partnership, joint venture,
3 sole proprietorship, association, contractor, consultant, expert, institution, corporation,
4 unincorporated organization, trust, business entity, any other legal entity, or other entity of any
5 description.

6 9. “Third Party(ies)” shall mean all Persons other than Rusty and Image 10.

7 10. “TTAB” shall mean the Trademark Trial and Appeal Board of the USPTO

8 11. “USPTO” shall mean the United States Patent and Trademark Office.

9 12. “You” and “Your” shall refer to the named Opposer in this action, Image Ten,
10 Inc. The terms “You” or “Your” shall also refer to Your agents, Your employees, Your
11 representative, Your insurance companies, their agents, their employees, Your attorneys, Your
12 accountants, Your investigators, or any Person/Entity(s) (as defined above) acting on Your
13 behalf or at Your request.

14 INSTRUCTIONS

15 1. These Requests for Production are continuing in character so as to require prompt
16 further responses to these requests if additional information is obtained or if you learn that the
17 response is in some material respect incomplete or incorrect.

18 2. If and to the extent you refuse to produce any documents or portions thereof upon
19 any claim of privilege, please state with particularity the privilege(s) claimed and all
20 foundational facts upon which you base each claim of privilege, including a description of each
21 document, its date, author, recipient or addressee, subject matter, custodian, and the names of
22 any other individuals with access to the document.

23 3. If you contend that only a portion of a document described in this Request for
24 Production of Documents is privileged or otherwise not subject to production, you are instructed
25 to produce a copy of the entire document deleting that portion deemed privileged or otherwise
26 not subject to production. With respect to the deleted portion of any such document, to the
27 extent that the produced portion of the document does not do so, you are instructed to provide the
28 same information which would be provided if the entire document was produced.

1 4. You are instructed to produce all documents described in this Request for
2 Production of Documents that are within your possession, custody, or control. For purposes of
3 this request, a document shall be deemed within your possession, custody, or control if (a) it is in
4 your or your agents' physical possession or custody; or (b) it is not in your or your agents'
5 physical possession or custody, but you have the legal right to obtain it. Thus, this request
6 reaches not only all documents within the physical possession or custody of you and your
7 directors, officers, or managerial employees and members, but also all documents within the
8 possession or custody of people or entities over whom you or your directors, officers, and
9 managerial employees and members have control, such as secretaries, subordinates, attorneys,
10 accountants, agents, affiliates, subsidiaries, and associated companies. If you have knowledge of
11 the existence of any document(s) described in this Request for Production of Documents, but
12 contend that it is not within your or your agents' possession, custody, or control, you are
13 instructed to provide the following information with respect to each document: (a) a description
14 of the document in as much detail and with as much particularity as possible; (b) the number of
15 pages comprising the document; (c) the name of the person or persons who prepared or authored
16 the document; (d) the name of each person to whom the document was addressed and
17 distributed; (e) the name of each person who received a copy of the document; (f) the date on
18 the document; (g) a specific description of the contents of the document; and (h) the basis for
19 your objection to production of the document.

20 5. If any document otherwise required to be produced pursuant to this Request for
21 Production has been destroyed or lost, state: (a) the approximate date on which the destruction
22 occurred; (b) the manner in which the destruction occurred; (c) the reason for the destruction; (d)
23 the specific contents and form of the document; (e) the name of each person or persons who
24 prepared or authored the document; (f) the name of each person to whom the document was
25 addressed or distributed; (g) the name of each person who received a copy of the document; (h)
26 the date of the document; and (i) the name of the person under custody or possession of the
27 document when destroyed or last seen.

28 6. The use of the singular form of any word used herein includes the plural form,

1 and vice versa.

2 7. The use of the masculine form of any word used herein includes the feminine and
3 neuter genders.

4 8. “And” and “or” shall be construed either disjunctively or conjunctively to bring
5 within the scope of the request all information and responses within the general scope of the
6 request.

7
8 **REQUESTS FOR PRODUCTION**

9 **Request for Production No. 1:** Produce copies of all licenses that identify You as a
10 licensor of the Mark.

11 **Request for Production No. 2:** Produce copies of licenses that identify You as the
12 licensee of the Mark.

13 **Request for Production No. 3:** Produce copies of all assignment of the Mark.

14 **Request for Production No. 4:** Produce all Documents that evidence your
15 ownership of the Mark in the United States.

16 **Request for Production No. 5:** Produce copies of complaints and other documents
17 filed by You or on Your behalf regarding any Action You have filed regarding the Mark.

18 **Request for Production No. 6:** Produce copies of financial statements showing all
19 income earned by you from use of the Mark for Motion Pictures in the last 20 years.

20 **Request for Production No. 7:** Produce all other Documents in Your possession,
21 not produced in response to Requests #1-6 above, that in any manner reference, memorialize,
22 acknowledge, mention, discuss or otherwise pertain to Your ownership of the Mark for Motion
23 Picture production.

24 **Request for Production No. 8:** Produce all Documents to support the claims You
25 made in the Notice of Opposition.

26 **Request for Production No. 9:** Produce all Documents to support your answer to
27 Request for Admission #1 in Rusty Lemorande’s First Set of Requests for Admission.

28 **Request for Production No. 10:** Produce all Documents to support your answer to

Request for Admission #2 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 11: Produce all Documents to support your answer to Request for Admission #3 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 12: Produce all Documents to support your answer to Request for Admission #4 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 13: Produce all Documents to support your answer to Request for Admission #5 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 14: Produce all Documents to support your answer to Request for Admission #6 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 15: Produce all Documents to support your answer to Request for Admission #7 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 16: Produce all Documents to support your answer to Request for Admission #8 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 17: Produce all Documents to support your answer to Request for Admission #9 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 18: Produce all Documents to support your answer to Request for Admission #10 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 19: Produce all Documents to support your answer to Request for Admission #11 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 20: Produce all Documents to support your answer to Request for Admission #12 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 21: Produce all Documents to support your answer to Request for Admission #13 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 22: Produce all Documents to support your answer to Request for Admission #14 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 23: Produce all Documents to support your answer to Request for Admission #15 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 24: Produce all Documents to support your answer to

Request for Admission #16 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 25: Produce all Documents to support your answer to Request for Admission #17 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 26: Produce all Documents to support your answer to Request for Admission #18 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 27: Produce all Documents to support your answer to Request for Admission #19 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 28: Produce all Documents to support your answer to Request for Admission #20 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 29: Produce all Documents to support your answer to Request for Admission #21 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 30: Produce all Documents to support your answer to Request for Admission #22 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 31: Produce all Documents to support your answer to Request for Admission #23 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 32: Produce all Documents to support your answer to Request for Admission #24 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 33: Produce all Documents to support your answer to Request for Admission #25 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 34: Produce all Documents to support your answer to Request for Admission #26 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 35: Produce all Documents to support your answer to Request for Admission #27 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 36: Produce all Documents to support your answer to Request for Admission #28 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 37: Produce all Documents to support your answer to Request for Admission #29 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 38: Produce all Documents to support your answer to

1 Request for Admission #30 in Rusty Lemorande's First Set of Requests for Admission.

2 **Request for Production No. 39:** Produce all Documents to support your answer to
3 Request for Admission #31 in Rusty Lemorande's First Set of Requests for Admission.

4 **Request for Production No. 40:** Produce all Documents to support your answer to
5 Request for Admission #32 in Rusty Lemorande's First Set of Requests for Admission.

6 **Request for Production No. 41:** Produce all Documents to support your answer to
7 Request for Admission #33 in Rusty Lemorande's First Set of Requests for Admission.

8 **Request for Production No. 42:** Produce all Documents to support your answer to
9 Request for Admission #34 in Rusty Lemorande's First Set of Requests for Admission.

10 **Request for Production No. 43:** Produce all Documents to support your answer to
11 Request for Admission #35 in Rusty Lemorande's First Set of Requests for Admission.

12 **Request for Production No. 44:** Produce all Documents to support your answer to
13 Request for Admission #36 in Rusty Lemorande's First Set of Requests for Admission.

14 **Request for Production No. 45:** Produce all Documents to support your answer to
15 Request for Admission #37 in Rusty Lemorande's First Set of Requests for Admission.

16 **Request for Production No. 46:** Produce all Documents to support your answer to
17 Request for Admission #38 in Rusty Lemorande's First Set of Requests for Admission.

18 **Request for Production No. 47:** Produce all Documents to support your answer to
19 Request for Admission #39 in Rusty Lemorande's First Set of Requests for Admission.

20 **Request for Production No. 48:** Produce all Documents to support your answer to
21 Request for Admission #40 in Rusty Lemorande's First Set of Requests for Admission.

22 **Request for Production No. 49:** Produce all Documents to support your answer to
23 Request for Admission #41 in Rusty Lemorande's First Set of Requests for Admission.

24 **Request for Production No. 50:** Produce all Documents to support your answer to
25 Request for Admission #42 in Rusty Lemorande's First Set of Requests for Admission.

26 **Request for Production No. 51:** Produce all Documents to support your answer to
27 Request for Admission #43 in Rusty Lemorande's First Set of Requests for Admission.

28 **Request for Production No. 52:** Produce all Documents to support your answer to

Request for Admission #44 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 53: Produce all Documents to support your answer to Request for Admission #45 in Rusty Lemorande's First Set of Requests for Admission.

Request for Production No. 54: Produce all Documents to support your answer to Interrogatory #1 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 55: Produce all Documents to support your answer to Interrogatory #2 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 56: Produce all Documents to support your answer to Interrogatory #3 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 57: Produce all Documents to support your answer to Interrogatory #4 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 58: Produce all Documents to support your answer to Interrogatory #5 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 59: Produce all Documents to support your answer to Interrogatory #6 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 60: Produce all Documents to support your answer to Interrogatory #7 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 61: Produce all Documents to support your answer to Interrogatory #8 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 62: Produce all Documents to support your answer to Interrogatory #9 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 63: Produce all Documents to support your answer to Interrogatory #10 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 64: Produce all Documents to support your answer to Interrogatory #11 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 65: Produce all Documents to support your answer to Interrogatory #12 from Rusty Lemorande's First Set of Interrogatories.

Request for Production No. 66: Produce all Documents to support your answer to

1 Interrogatory #13 from Rusty Lemorande's First Set of Interrogatories.

2 **Request for Production No. 67:** Produce all Documents to support your answer to
3 Interrogatory #14 from Rusty Lemorande's First Set of Interrogatories.

4 **Request for Production No. 68:** Produce all Documents to support your answer to
5 Interrogatory #15 from Rusty Lemorande's First Set of Interrogatories.

6 **Request for Production No. 69:** Produce all Documents to support your answer to
7 Interrogatory #16 from Rusty Lemorande's First Set of Interrogatories.

8 **Request for Production No. 70:** Produce all Documents to support your answer to
9 Interrogatory #17 from Rusty Lemorande's First Set of Interrogatories.

10 **Request for Production No. 71:** Produce all Documents to support your answer to
11 Interrogatory #18 from Rusty Lemorande's First Set of Interrogatories.

12 **Request for Production No. 72:** Produce all Documents to support your answer to
13 Interrogatory #19 from Rusty Lemorande's First Set of Interrogatories.

14 **Request for Production No. 73:** Produce all Documents to support your answer to
15 Interrogatory #20 from Rusty Lemorande's First Set of Interrogatories.

16 **Request for Production No. 74:** Produce all Documents to support your answer to
17 Interrogatory #21 from Rusty Lemorande's First Set of Interrogatories.

18 **Request for Production No. 75:** Produce all Documents to support your answer to
19 Interrogatory #22 from Rusty Lemorande's First Set of Interrogatories.

20 **Request for Production No. 76:** Produce all Documents to support your answer to
21 Interrogatory #23 from Rusty Lemorande's First Set of Interrogatories.

22 **Request for Production No. 77:** Produce all Documents to support your answer to
23 Interrogatory #24 from Rusty Lemorande's First Set of Interrogatories.

24 **Request for Production No. 78:** Produce all Documents to support your answer to
25 Interrogatory #25 from Rusty Lemorande's First Set of Interrogatories.

26 **Request for Production No. 79:** Produce all Documents to support your answer to
27 Interrogatory #26 from Rusty Lemorande's First Set of Interrogatories.

28 **Request for Production No. 80:** Produce all Documents to support your answer to

1 Interrogatory #27 from Rusty Lemorande's First Set of Interrogatories.

2 **Request for Production No. 81:** Produce all Documents to support your answer to
3 Interrogatory #28 from Rusty Lemorande's First Set of Interrogatories.

4 **Request for Production No. 82:** Produce all Documents to support your answer to
5 Interrogatory #29 from Rusty Lemorande's First Set of Interrogatories.

6 **Request for Production No. 83:** Produce all Documents to support your answer to
7 Interrogatory #30 from Rusty Lemorande's First Set of Interrogatories.

8 **Request for Production No. 84:** Produce all Documents to support your answer to
9 Interrogatory #31 from Rusty Lemorande's First Set of Interrogatories.

10 **Request for Production No. 85:** Produce all Documents to support your answer to
11 Interrogatory #32 from Rusty Lemorande's First Set of Interrogatories.

12 **Request for Production No. 86:** Produce all Documents to support your answer to
13 Interrogatory #33 from Rusty Lemorande's First Set of Interrogatories.

14 **Request for Production No. 87:** Produce all Documents to support your answer to
15 Interrogatory #34 from Rusty Lemorande's First Set of Interrogatories.

16 **Request for Production No. 88:** Produce all Documents to support your answer to
17 Interrogatory #35 from Rusty Lemorande's First Set of Interrogatories.

18 **Request for Production No. 89:** Produce all Documents to support your answer to
19 Interrogatory #36 from Rusty Lemorande's First Set of Interrogatories.

20 **Request for Production No. 90:** Produce all Documents to support your answer to
21 Interrogatory #37 from Rusty Lemorande's First Set of Interrogatories.

22 **Request for Production No. 91:** Produce all Documents to support your answer to
23 Interrogatory #38 from Rusty Lemorande's First Set of Interrogatories.

24 **Request for Production No. 92:** Produce all Documents to support your answer to
25 Interrogatory #39 from Rusty Lemorande's First Set of Interrogatories.

26 **Request for Production No. 93:** Produce all Documents to support your answer to
27 Interrogatory #40 from Rusty Lemorande's First Set of Interrogatories.

28 **Request for Production No. 94:** Produce all Documents to support your answer to

1 Interrogatory #41 from Rusty Lemorande's First Set of Interrogatories.

2 **Request for Production No. 95:** Produce all Documents to support your answer to
3 Interrogatory #42 from Rusty Lemorande's First Set of Interrogatories.

4 **Request for Production No. 96:** Produce all Documents to support your answer to
5 Interrogatory #43 from Rusty Lemorande's First Set of Interrogatories.

6 **Request for Production No. 97:** Produce all Documents to support your answer to
7 Interrogatory #44 from Rusty Lemorande's First Set of Interrogatories.

8 **Request for Production No. 98:** Produce all Documents to support your answer to
9 Interrogatory #45 from Rusty Lemorande's First Set of Interrogatories.

10 **Request for Production No. 99:** Produce all Documents to support your answer to
11 Interrogatory #46 from Rusty Lemorande's First Set of Interrogatories.

12 **Request for Production No. 100:** Produce all Documents to support your answer to
13 Interrogatory #47 from Rusty Lemorande's First Set of Interrogatories.

14 **Request for Production No. 101:** Produce all Documents to support your answer to
15 Interrogatory #48 from Rusty Lemorande's First Set of Interrogatories.

16 **Request for Production No. 102:** Produce all Documents to support your answer to
17 Interrogatory #49 from Rusty Lemorande's First Set of Interrogatories.

18 **Request for Production No. 103:** Produce all Documents to support your answer to
19 Interrogatory #50 from Rusty Lemorande's First Set of Interrogatories.

20 **Request for Production No. 104:** Produce all Documents to support your answer to
21 Interrogatory #51 from Rusty Lemorande's First Set of Interrogatories.

22 **Request for Production No. 105:** Produce all Documents to support your answer to
23 Interrogatory #52 from Rusty Lemorande's First Set of Interrogatories.

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25 Dated this 9th day of October, 2017
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By: /s/ Rusty Lemorande _
245 N. Crescent Hts. Blvd #B,
LOS ANGELES CALIFORNIA 90046

Applicant

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Certificate of Service

A copy of Rusty Lemorande’s First Set of Interrogatories in Opposition No. 91233690 was served by first class mail, postage prepaid, upon Farah Bhatti at the Buchalter Firm, 18400 Von Karman Avenue, Suite 800 | Irvine, CA 92612-0514

/s/ Rusty Lemorande
Rusty Lemorande

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Image Ten, Inc. Opposer, v. Rusty Ralph Lemorande Applicant.	Opposition No.: 91233690 OPPOSER IMAGE TEN, INC.'S RESPONSE TO APPLICANT RUSTY LEMORANDE'S FIRST SET OF REQUEST FOR PRODUCTION
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PROPOUNDING PARTY: APPLICANT RUSTY RALPH LEMORANDE ("RUSTY")
RESPONDING PARTY: OPPOSER IMAGE TEN, INC.
SET NO.: ONE (1)

OPPOSER'S RESPONSE TO APPLICANT'S PRODUCTION REQUEST (SET 1)

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, and 37 C.F.R. § 2.120 of the Trademark Rules of Practice, Opposer Image Ten, Inc. ("Opposer") hereby submits responses to the First Set of Admissions propounded by Rusty Ralph Lemorande ("Lemorande"), as follows:

PRELIMINARY STATEMENT AND GENERAL OBJECTION

1. Opposer states that discovery is ongoing and will continue as long as permitted and that Opposer has not yet completed its investigation in this matter. Opposer specifically reserves its right to introduce any evidence from any source and/or testimony from any witness in this matter.
2. Opposer states that its responses are based on its present knowledge, information or belief. Opposer also states that they are responding to the requests as they interpret and understand each request. Further discovery and investigation may reveal information not presently known to Opposer upon which Opposer may rely at the time of trial. Opposer reserves its right, without assuming any obligation not required by law, to amend or supplement its responses to the requests as necessary.

3. Opposer states that the information and/or documents provided in its responses to the requests do not constitute an admission that such information is relevant to the pending litigation. Opposer specifically reserves all objections to the relevancy or admissibility at trial, or in connection with any motion, hearing or other proceeding, of any information provided.

4. Opposer states that nothing contained in these responses should be construed as an admission relative to the existence or non-existence of any fact and no response is to be considered an admission about the relevance or admissibility of any information contained herein.

5. Opposer expressly incorporates this Preliminary Statement into each of the following responses.

GENERAL OBJECTIONS

A. Opposer objects to the Requests propounded by Applicant to the extent they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence with respect to the issues in this action

B. Applicant objects to the Requests as burdensome and as designed, in whole or in part, to harass rather than to serve any legitimate discovery purpose.

C. Opposer hereby objects to each and every request as being vague and ambiguous.

D. Opposer objects to the Requests as overbroad and not limited to a reasonable time period.

E. Opposer objects to the Requests to the extent they seek information of a commercially sensitive nature. Revealing such information would substantially and irreparably injure Applicant by revealing information which derives independent economic value from not being generally known or which has been acquired primarily through confidential research and development efforts by or on behalf of Applicant.

F. Opposer objects to the Requests to the extent they seek privileged information protected by the attorney-client privilege or the attorney-work product doctrine. Such privileged information includes, but is not limited to, the following:

- a. Information which constitutes, reflects, refers to or relates to confidential communications between officers, directors or employees of Opposer and counsel; and

b. Information which constitutes, reflects, refers to or relates to the impressions, conclusions, opinions or mental process of counsel, their agents or employees.

G. Opposer objects to the Requests to the extent they seek information relating to employees or customers of Opposer, the discovery of which would invade their right to privacy.

H. Opposer objects to the Requests to the extent Applicant has exceeded the limit for such Requests under the Federal Rules of Civil Procedure.

RESPONSES

REQUEST FOR PRODUCTION NO. 1:

Produce copies of all licenses that identify You as a licensor of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 2:

Produce copies of licenses that identify You as the licensee of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 3:

Produce copies of all assignment of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding. Subject to and without waiving the foregoing objections, Opposer will produce responsive non-privileged documents.

REQUEST FOR PRODUCTION NO. 4:

Produce all Documents that evidence your ownership of the Mark in the United States.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding. Subject to and without waiving the foregoing objections, Opposer will produce responsive non-privileged documents.

REQUEST FOR PRODUCTION NO. 5:

Produce copies of complaints and other documents filed by You or on Your behalf regarding any Action You have filed regarding the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding. Subject to and without waiving the foregoing objections, Opposer will produce responsive non-privileged documents.

REQUEST FOR PRODUCTION NO. 6:

Produce copies of financial statements showing all income earned by you from use of the Mark for Motion Pictures in the last 20 years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 7:

Produce all other Documents in Your possession, not produced in response to Requests #1-6 above, that in any manner reference, memorialize, acknowledge, mention, discuss or otherwise pertain to Your ownership of the Mark for Motion Picture production.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 8:

Produce all Documents to support the claims You made in the Notice of Opposition.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent

the documents are not relevant to the current proceeding. Subject to and without waiving the foregoing objections, Opposer will produce responsive non-privileged documents.

REQUEST FOR PRODUCTION NO. 9:

Produce all Documents to support your answer to Request for Admission #1 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 10:

Produce all Documents to support your answer to Request for Admission #2 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 11:

Produce all Documents to support your answer to Request for Admission #3 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 12:

Produce all Documents to support your answer to Request for Admission #4 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 13:

Produce all Documents to support your answer to Request for Admission #5 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 14:

Produce all Documents to support your answer to Request for Admission #6 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 15:

Produce all Documents to support your answer to Request for Admission #7 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 16:

Produce all Documents to support your answer to Request for Admission #8 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 17:

Produce all Documents to support your answer to Request for Admission #9 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 18:

Produce all Documents to support your answer to Request for Admission #10 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the

attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding. Subject to and without waiving the foregoing objections, Respondent will produce responsive non-privileged documents.

REQUEST FOR PRODUCTION NO. 19:

Produce all Documents to support your answer to Request for Admission #11 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 20:

Produce all Documents to support your answer to Request for Admission #12 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 21:

Produce all Documents to support your answer to Request for Admission #13 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent

documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 22:

Produce all Documents to support your answer to Request for Admission #14 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 23:

Produce all Documents to support your answer to Request for Admission #15 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 24:

Produce all Documents to support your answer to Request for Admission #16 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 25:

Produce all Documents to support your answer to Request for Admission #17 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 26:

Produce all Documents to support your answer to Request for Admission #18 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 27:

Produce all Documents to support your answer to Request for Admission #19 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 28:

Produce all Documents to support your answer to Request for Admission #20 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 29:

Produce all Documents to support your answer to Request for Admission #21 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 30:

Produce all Documents to support your answer to Request for Admission #22 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 31:

Produce all Documents to support your answer to Request for Admission #23 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the

attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 32:

Produce all Documents to support your answer to Request for Admission #24 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 33:

Produce all Documents to support your answer to Request for Admission #25 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 34:

Produce all Documents to support your answer to Request for Admission #26 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 35:

Produce all Documents to support your answer to Request for Admission #27 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 36:

Produce all Documents to support your answer to Request for Admission #28 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 37:

Produce all Documents to support your answer to Request for Admission #29 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 38:

Produce all Documents to support your answer to Request for Admission #30 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 39:

Produce all Documents to support your answer to Request for Admission #31 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 40:

Produce all Documents to support your answer to Request for Admission #32 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 41:

Produce all Documents to support your answer to Request for Admission #33 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the

attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 42:

Produce all Documents to support your answer to Request for Admission #34 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 43:

Produce all Documents to support your answer to Request for Admission #35 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 44:

Produce all Documents to support your answer to Request for Admission #36 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 45:

Produce all Documents to support your answer to Request for Admission #37 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 46:

Produce all Documents to support your answer to Request for Admission #38 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 47:

Produce all Documents to support your answer to Request for Admission #39 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 48:

Produce all Documents to support your answer to Request for Admission #40 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 49:

Produce all Documents to support your answer to Request for Admission #41 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 50:

Produce all Documents to support your answer to Request for Admission #42 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 50:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 51:

Produce all Documents to support your answer to Request for Admission #43 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 51:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the

attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 52:

Produce all Documents to support your answer to Request for Admission #44 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 52:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 53:

Produce all Documents to support your answer to Request for Admission #45 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 53:

Opposer incorporates the Preliminary Statement and General objections set for the above. Opposer further objects to the extent that Request for Admission #45 in Rusty Lemorande's First Set of Requests for Admission does not exist and therefore no documents are responsive.

REQUEST FOR PRODUCTION NO. 54:

Produce all Documents to support your answer to Interrogatory #1 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 54:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 55:

Produce all Documents to support your answer to Interrogatory #2 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 55:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 56:

Produce all Documents to support your answer to Interrogatory #3 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 56:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 57:

Produce all Documents to support your answer to Interrogatory #4 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 57:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 58:

Produce all Documents to support your answer to Interrogatory #5 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 58:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 59:

Produce all Documents to support your answer to Interrogatory #6 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 59:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 60:

Produce all Documents to support your answer to Interrogatory #7 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 60:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 61:

Produce all Documents to support your answer to Interrogatory #8 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 61:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 62:

Produce all Documents to support your answer to Interrogatory #9 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 62:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 63:

Produce all Documents to support your answer to Interrogatory #10 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 63:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 64:

Produce all Documents to support your answer to Interrogatory #11 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 64:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the

attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 65:

Produce all Documents to support your answer to Interrogatory #12 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 65:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 66:

Produce all Documents to support your answer to Interrogatory #13 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 66:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 67:

Produce all Documents to support your answer to Interrogatory #14 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 67:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 68:

Produce all Documents to support your answer to Interrogatory #15 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 68:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 69:

Produce all Documents to support your answer to Interrogatory #16 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 69:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 70:

Produce all Documents to support your answer to Interrogatory #17 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 70:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 71:

Produce all Documents to support your answer to Interrogatory #18 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 71:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 72:

Produce all Documents to support your answer to Interrogatory #19 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 72:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 73:

Produce all Documents to support your answer to Interrogatory #20 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 73:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 74:

Produce all Documents to support your answer to Interrogatory #21 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 74:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the

attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 75:

Produce all Documents to support your answer to Interrogatory #22 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 75:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 76:

Produce all Documents to support your answer to Interrogatory #23 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 76:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 77:

Produce all Documents to support your answer to Interrogatory #24 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 77:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 78:

Produce all Documents to support your answer to Interrogatory #25 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 78:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 79:

Produce all Documents to support your answer to Interrogatory #26 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 79:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 80:

Produce all Documents to support your answer to Interrogatory #27 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 80:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 81:

Produce all Documents to support your answer to Interrogatory #28 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 81:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 82:

Produce all Documents to support your answer to Interrogatory #29 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 82:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 83:

Produce all Documents to support your answer to Interrogatory #30 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 83:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 84:

Produce all Documents to support your answer to Interrogatory #31 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 84:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 85:

Produce all Documents to support your answer to Interrogatory #32 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 85:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 86:

Produce all Documents to support your answer to Interrogatory #33 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 86:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 87:

Produce all Documents to support your answer to Interrogatory #34 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 87:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 88:

Produce all Documents to support your answer to Interrogatory #35 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 88:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 89:

Produce all Documents to support your answer to Interrogatory #36 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 89:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 90:

Produce all Documents to support your answer to Interrogatory #37 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 90:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 91:

Produce all Documents to support your answer to Interrogatory #38 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 91:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 92:

Produce all Documents to support your answer to Interrogatory #39 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 92:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 93:

Produce all Documents to support your answer to Interrogatory #40 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 93:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 94:

Produce all Documents to support your answer to Interrogatory #41 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 94:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 95:

Produce all Documents to support your answer to Interrogatory #42 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 95:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 96:

Produce all Documents to support your answer to Interrogatory #43 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 96:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 97:

Produce all Documents to support your answer to Interrogatory #44 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 97:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 98:

Produce all Documents to support your answer to Interrogatory #45 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 98:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 99:

Produce all Documents to support your answer to Interrogatory #46 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 99:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 100:

Produce all Documents to support your answer to Interrogatory #47 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 100:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 101:

Produce all Documents to support your answer to Interrogatory #48 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 101:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 102:

Produce all Documents to support your answer to Interrogatory #49 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 102:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 103:

Produce all Documents to support your answer to Interrogatory #50 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 103:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 104:

Produce all Documents to support your answer to Interrogatory #51 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 104:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

REQUEST FOR PRODUCTION NO. 105:

Produce all Documents to support your answer to Interrogatory #52 from Rusty Lemorande's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 105:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Moreover, Opposer objects that per Trademark Rule 2.120(e), the number of requests for production of documents is limited to 75. Applicant has exceeded this number.

Dated: November 7, 2017

Respectfully Submitted,

/fbhatti/

Farah P. Bhatti
Michael Meeks
Attorneys for Opposer
Buchalter

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Irvine, CA 92612
949.224.6272 (phone)
949.720.0182 (fax)
trademark@buchalter.com (email)

CERTIFICATE OF SERVICE

Opposer, Image Ten, Inc., hereby certifies that a copy of this OPPOSER IMAGE TEN, INC.'S RESPONSE TO APPLICANT RUSTY LEMORANDE'S FIRST SET OF REQUEST FOR PRODUCTION has been served upon Applicant on this 7th day of November, 2017, by First Class U.S. Mail, postage prepaid, at the following address:

Rusty Ralph Lemorande
245 N. Crescent Hts, Blvd. #B
Los Angeles, California 90046

/fbhatti/

Attorney for Opposer

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

IMAGE TEN, INC. Opposer v. RUSTY LEMORANDE Applicant	Opposition No. 91233690 <u>RUSTY LEMORANDE’S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS</u>
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PROPOUNDING PARTY: Rusty Lemorande (“Rusty”)
RESPONDING PARTY: Image Ten, Inc.
REQUEST SET NO.: One

Pursuant to the provisions of Rule 34 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice, Applicant Rusty Ralph Lemorande ("Applicant") hereby requests that Opposer Image Ten, Inc. ("Opposer") produce the following documents and other tangible things within the possession, custody, or control of Applicant.

DEFINITIONS.

1. “Action” shall mean any law suit, arbitration, opposition proceeding, cancellation proceeding, or other legal action before a court, tribunal or regulatory agency with the power to grant relief.

2. “Mark” shall mean the phrase “NIGHT OF THE LIVING DEAD” or variations on such phrase for use with Motion Picture creation, production, distribution or licensing.

3. “Motion Picture” shall mean a movie, film, made for television movie, or other commercial moving picture medium.

4. “Rusty” shall mean Rusty Lemorande an individual and resident of California.

5. “Document” is used in its customary broad sense to include, by way of illustration only and not by way of limitation, all written or graphic matter of every kind and description,

1 whether printed or reproduced by any process, or written and/or produced by hand, whether final
2 or draft, original or reproduction, whether in actual or constructive possession, custody, or
3 control of the party, including: letters, correspondence, memoranda of telephone or personal
4 conversations, emails, microfilm, microfiches, telegrams, books, magazines, newspapers,
5 advertisements, periodicals, bulletins, circulars, brochures, pamphlets, statements, notices,
6 advertising layouts, trade letters, press releases, reports, rules, regulations, directives, teletype or
7 telefax messages, minutes or records of meetings, interoffice communications, financial
8 statements, ledgers, books of account, proposals, prospectuses, offers, orders, receipts, working
9 papers, desk calendars, appointment books, logs, diaries, routing slips, time sheets, logs, movies,
10 tapes (or visual or audio reproductions), drawings, blueprints, sketches, plans, graphs, charts,
11 photographs, shipping papers, purchase orders, phonograph records, data processing paper
12 results, data printouts and computations (both in hard-copy form and stored in memory
13 components) transcripts of oral statements or testimony.

14 6. “Identify” (a) when used with respect to a person means to set forth the name,
15 business position, business address and telephone number, and residential address and telephone
16 number of such person; (b) when used with respect to a Gaming License, means to set forth the
17 jurisdiction where the license was granted, the government or regulatory agency that issued the
18 license, the category or type of license, and current status of license: (c) when used with respect
19 to a Gaming Application, means to set forth the jurisdiction where the application was submitted,
20 the date the application was submitted, the category or type of license applied for, and the current
21 status of application; (d) when used with respect to a Hotel, means to set forth the complete name
22 of the hotel, its physical address, telephone number and website address, and; (e) when used in
23 any other context shall be construed according to its common meaning to require the disclosure
24 of Your knowledge or information in Your possession that is necessary to establish the identity
25 of the subject matter to which the interrogatory pertains.

26 7. “Oppositions” shall mean any forms of objection or opposition to a Third Party’s
27 use of a particular trademark, service mark, trade name or fictitious firm name, including but not
28 limited to any cease and desist letter, a complaint filed in any court having competent jurisdiction

1 over the relevant subject matter, any letter of protest submitted to the USPTO, any request for an
2 extension of the time to oppose a Third Party's mark, or any opposition proceeding commenced
3 with the TTAB.

4 8. "Person/Entity" shall mean any natural person, firm, partnership, joint venture,
5 sole proprietorship, association, contractor, consultant, expert, institution, corporation,
6 unincorporated organization, trust, business entity, any other legal entity, or other entity of any
7 description.

8 9. "Third Party(ies)" shall mean all Persons other than Rusty and Image 10.

9 10. "TTAB" shall mean the Trademark Trial and Appeal Board of the USPTO

10 11. "USPTO" shall mean the United States Patent and Trademark Office.

11 12. "You" and "Your" shall refer to the named Opposer in this action, Image Ten,
12 Inc. The terms "You" or "Your" shall also refer to Your agents, Your employees, Your
13 representative, Your insurance companies, their agents, their employees, Your attorneys, Your
14 accountants, Your investigators, or any Person/Entity(s) (as defined above) acting on Your
15 behalf or at Your request.

16 INSTRUCTIONS

17 1. These Requests for Production are continuing in character so as to require prompt
18 further responses to these requests if additional information is obtained or if you learn that the
19 response is in some material respect incomplete or incorrect.

20 2. If and to the extent you refuse to produce any documents or portions thereof upon
21 any claim of privilege, please state with particularity the privilege(s) claimed and all
22 foundational facts upon which you base each claim of privilege, including a description of each
23 document, its date, author, recipient or addressee, subject matter, custodian, and the names of
24 any other individuals with access to the document.

25 3. If you contend that only a portion of a document described in this Request for
26 Production of Documents is privileged or otherwise not subject to production, you are instructed
27 to produce a copy of the entire document deleting that portion deemed privileged or otherwise
28 not subject to production. With respect to the deleted portion of any such document, to the

1 extent that the produced portion of the document does not do so, you are instructed to provide the
2 same information, which would be provided if the entire document were produced.

3 4. You are instructed to produce all documents described in this Request for
4 Production of Documents that are within your possession, custody, or control. For purposes of
5 this request, a document shall be deemed within your possession, custody, or control if (a) it is in
6 your or your agents' physical possession or custody; or (b) it is not in your or your agents'
7 physical possession or custody, but you have the legal right to obtain it. Thus, this request
8 reaches not only all documents within the physical possession or custody of you and your
9 directors, officers, or managerial employees and members, but also all documents within the
10 possession or custody of people or entities over whom you or your directors, officers, and
11 managerial employees and members have control, such as secretaries, subordinates, attorneys,
12 accountants, agents, affiliates, subsidiaries, and associated companies. If you have knowledge of
13 the existence of any document(s) described in this Request for Production of Documents, but
14 contend that it is not within your or your agents' possession, custody, or control, you are
15 instructed to provide the following information with respect to each document: (a) a description
16 of the document in as much detail and with as much particularity as possible; (b) the number of
17 pages comprising the document; (c) the name of the person or persons who prepared or authored
18 the document; (d) the name of each person to whom the document was addressed and
19 distributed; (e) the name of each person who received a copy of the document; (f) the date on
20 the document; (g) a specific description of the contents of the document; and (h) the basis for
21 your objection to production of the document.

22 5. If any document otherwise required to be produced pursuant to this Request for
23 Production has been destroyed or lost, state: (a) the approximate date on which the destruction
24 occurred; (b) the manner in which the destruction occurred; (c) the reason for the destruction; (d)
25 the specific contents and form of the document; (e) the name of each person or persons who
26 prepared or authored the document; (f) the name of each person to whom the document was
27 addressed or distributed; (g) the name of each person who received a copy of the document; (h)
28

1 the date of the document; and (i) the name of the person under custody or possession of the
2 document when destroyed or last seen.

3 6. The use of the singular form of any word used herein includes the plural form,
4 and vice versa.

5 7. The use of the masculine form of any word used herein includes the feminine and
6 neuter genders.

7 8. “And” and “or” shall be construed either disjunctively or conjunctively to bring
8 within the scope of the request all information and responses within the general scope of the
9 request.

10 **REQUESTS FOR PRODUCTION**

11 **Request for Production No. 1:** Produce copies of all licenses that identify You as a
12 licensor of the Mark.

13 **Request for Production No. 2:** Produce copies of licenses that identify You as the
14 licensee of the Mark.

15 **Request for Production No. 3:** Produce copies of all assignments of the Mark.

16 **Request for Production No. 4:** Produce all Documents that evidence your
17 ownership of the Mark in the United States.

18 **Request for Production No. 5:** Produce copies of complaints and other documents
19 filed by You or on Your behalf regarding any Action You have filed regarding the Mark.

20 **Request for Production No. 6:** Produce copies of financial statements showing all
21 income earned by you from use of the Mark for Motion Pictures in the last 20 years.

22 **Request for Production No. 7:** Produce all other Documents in Your possession,
23 not produced in response to Requests #1-6 above, that in any manner reference, memorialize,
24 acknowledge, mention, discuss or otherwise pertain to Your ownership of the Mark for Motion
25 Picture production.

26 **Request for Production No. 8:** Produce all Documents to support the claims You
27 made in the Notice of Opposition.
28

1 **Request for Production No. 9:** Produce all Documents to support your answer to
2 Request for Admission #1 in Rusty Lemorande's First Set of Requests for Admission.

3 **Request for Production No. 10:** Produce all Documents to support your answer to
4 Request for Admission #2 in Rusty Lemorande's First Set of Requests for Admission.

5 **Request for Production No. 11:** Produce all Documents to support your answer to
6 Request for Admission #3 in Rusty Lemorande's First Set of Requests for Admission.

7 **Request for Production No. 12:** Produce all Documents to support your answer to
8 Request for Admission #4 in Rusty Lemorande's First Set of Requests for Admission.

9 **Request for Production No. 13:** Produce all Documents to support your answer to
10 Request for Admission #5 in Rusty Lemorande's First Set of Requests for Admission.

11 **Request for Production No. 14:** Produce all Documents to support your answer to
12 Request for Admission #6 in Rusty Lemorande's First Set of Requests for Admission.

13 **Request for Production No. 15:** Produce all Documents to support your answer to
14 Request for Admission #7 in Rusty Lemorande's First Set of Requests for Admission.

15 **Request for Production No. 16:** Produce all Documents to support your answer to
16 Request for Admission #8 in Rusty Lemorande's First Set of Requests for Admission.

17 **Request for Production No. 17:** Produce all Documents to support your answer to
18 Request for Admission #9 in Rusty Lemorande's First Set of Requests for Admission.

19 **Request for Production No. 18:** Produce all Documents to support your answer to
20 Request for Admission #10 in Rusty Lemorande's First Set of Requests for Admission.

21 **Request for Production No. 19:** Produce copies of all tax returns in any years in
22 which You claim to have received income or revenue from use of the of the Mark.

23 **Request for Production No. 20:** Produce copies of all receipts and invoices in any
24 years in which You claim to have received income or revenue from use of the Mark.

25 **Request for Production No. 21:** Produce copies of all tax returns in any years in
26 which Mr. John A. Russo claims to have received income or revenue from use of the of the
27 Mark.
28

1 **Request for Production No. 22:** Produce copies of all tax returns in any years in
2 which Mr. Russell Streiner claims to have received income or revenue from use of the of the
3 Mark.

4 **Request for Production No. 23:** Produce copies of all tax returns in any years in
5 which Mr. Mr. Gary Streiner claims to have received income or revenue from use of the of the
6 Mark.
7

8 **Request for Production No. 24:** Produce copies of all invoices and receipts in any
9 years in which You claim to have received income or revenue from use of the of the Mark for
10 tee-shirts, toys, and other merchandise as described in your Answers to Interrogatories, Set 1.

11 **Request for Production No. 25:** Produce all correspondence, including copies of
12 agreements, between You and Robert Lucas as referenced in your Answer to Interrogatory 15.
13

14 **Request for Production No. 26:** Produce all documents evidencing annual gross
15 revenue received from the conduct of entertainment media production for each of the past five
16 years as described in Interrogatory No 31.

17 **Request for Production No. 27:** Provide copies of all documents evidencing annual
18 gross revenue You have received from your use or licensing of the Mark for the production of a
19 Motion Picture in the last ten years.
20

21 **Request for Production No. 28:** Produce copies of all documents which evidence
22 each documentary concerning the title “Night of the Living Dead” and the Mark as reported by
23 you in the answer to Interrogatory N. 33.

24 **Request for Production No. 29:** Provide copies of all documents evidencing any
25 revenue generating activity regarding the Mark as described by you in answer to Interrogatory
26 No. 34.
27
28

1 **Request for Production No. 30:** Provide copies of all licenses for action figures, toys,
2 T-shirts, videos, movie stills and similar as described by you in your answer to Interrogatory No.
3 34.

4 **Request for Production No. 31:** Provide all written documents evidencing the horror
5 conventions described by you in Answer to Interrogatory No. 34.
6

7 **Request for Production No. 32:** Provide documentary evidence of the ‘merchandise
8 and signatures from actors, director and writers are provided on various memorabilia items
9 including copies of original movie posters for the movie” as described by you in your answer to
10 Interrogatory No. 34.

11 **Request for Production No. 33:** Provide documentary evidence of the licenses You
12 described in your answer to Interrogatory No. 35 for action figures, toys, T-Shirts, videos, movie
13 stills and various memorabilia.
14

15 **Request for Production No. 34:** Provide copies of receipts, invoices or any written
16 documentation of income relived for the providing of signatures on various memorabilia items
17 including copies of movie posters as described in your answer to Interrogatory

18 **Request for Production No. 35:** Provide written documents evidencing the ‘various
19 documentaries and anniversary release of the movie” as stated in your answer to Interrogatory
20 35.
21

22 **Request for Production No. 36:** Provide written documents evidencing the ‘new
23 versions of the original film” which You state you have ‘marketed’ in your answer to
24 Interrogatory #35.

25 **Request for Production No. 37:** Provide written evidence of the two documentary
26 films you describe in your answer to Interrogatory No. 37.
27
28

1 **Request for Production No. 38:** Provide written documentation evidencing the
2 'trust' referred to in your answer to Interrogatory No. 4.

3 **Request for Production No. 39:** Provide written documentation of the continuing
4 'required corporate tax payments' as described by you in your answer to Interrogatory #45.

5 **Request for Production No. 40:** Provide written evidence of the 'corporate fees' you
6 claim Image 10 has paid, since inception in 1967 until the present, as described in your answer to
7 Interrogatory #46
8

9 **Request for Production No. 42:** Produce all Documents to support your answer to
10 Request for Admission #34 in Rusty Lemorande's First Set of Requests for Admission.

11 **Request for Production No. 43:** Provide written evidence of the licensing of its
12 trademark Night of the Living Dead and images from the movie Night of the living Dead since
13 the movie was released in 1968.
14

15 **Request for Production No. 44:** Provide all documents, including correspondence,
16 pertaining to the transfer of the registration from SphereWerx, LLC to Image 10.

17 **Request for Production No. 45:** Provide all documents, including correspondence
18 pertaining to the 'previous relationship' and 'work in the past' between SphereWerx LLC and
19 Image 10.
20

21 **Request for Production No. 46:** Produce copies of all interviews mentioned and
22 described in Answer to Interrogatory #36 unless reasonably available on the Internet, and in such
23 instance(s):

24 **Request for Production No. 47:** Produce the links to the readily available interviews
25 as mentioned and described in Answer to Interrogatory #36.

26 **Request for Production No. 48:** Provide written evidence of the existence and
27 occurrence of the 'activities' You describe in your answer to Interrogatory #47.
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Dated this 13th day of March, 2018

By: <u>/s/ Rusty Lemorande</u> 245 N. Crescent Hts. Blvd #B, LOS ANGELES CALIFORNIA 90046 Applicant

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Certificate of Service

A copy of Rusty Lemorande’s First Set of Interrogatories in Opposition No. [91233690](#) was served by email on March 13, 2018 upon Farah Bhatti at the Buchalter Firm, 18400 Von Karman Avenue, Suite 800 | Irvine, CA 92612-0514

/s/ Rusty Lemorande
Rusty Lemorande

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Image Ten, Inc. Opposer, v. Rusty Ralph Lemorande Applicant.	Opposition No.: 91233690 OPPOSER IMAGE TEN, INC.'S RESPONSE TO APPLICANT RUSTY LEMORANDE'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
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PROPOUNDING PARTY: APPLICANT RUSTY RALPH LEMORANDE ("RUSTY")
RESPONDING PARTY: OPPOSER IMAGE TEN, INC.
SET NO.: ONE (1)

**OPPOSER'S RESPONSE TO APPLICANT'S SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, and 37 C.F.R. § 2.120 of the Trademark Rules of Practice, Opposer Image Ten, Inc. ("Opposer") hereby submits responses to the Second Set of Requests for Production of Documents propounded by Rusty Ralph Lemorande ("Lemorande"), as follows:

PRELIMINARY STATEMENT AND GENERAL OBJECTION

1. Opposer states that the discovery period closed on March 20, 2018.
2. Opposer states that its responses are based on its present knowledge, information or belief. Opposer also states that they are responding to the requests as they interpret and understand each request. Further discovery and investigation may reveal information not presently known to Opposer upon which Opposer may rely at the time of trial. Opposer reserves its right, without assuming any obligation not required by law, to amend or supplement its responses to the requests as necessary.

3. Opposer states that the information and/or documents provided in its responses to the requests do not constitute an admission that such information is relevant to the pending litigation. Opposer specifically reserves all objections to the relevancy or admissibility at trial, or in connection with any motion, hearing or other proceeding, of any information provided.

4. Opposer states that nothing contained in these responses should be construed as an admission relative to the existence or non-existence of any fact and no response is to be considered an admission about the relevance or admissibility of any information contained herein.

5. Opposer expressly incorporates this Preliminary Statement into each of the following responses.

GENERAL OBJECTIONS

A. Opposer objects to the Requests propounded by Applicant to the extent they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence with respect to the issues in this action

B. Opposer objects to the Requests as burdensome and as designed, in whole or in part, to harass rather than to serve any legitimate discovery purpose.

C. Opposer hereby objects to each and every request as being vague and ambiguous.

D. Opposer objects to the Requests as overbroad and not limited to a reasonable time period.

E. Opposer objects to the Requests to the extent they seek information of a commercially sensitive nature. Revealing such information would substantially and irreparably injure Applicant by revealing information which derives independent economic value from not being generally known or which has been acquired primarily through confidential research and development efforts by or on behalf of Applicant.

F. Opposer objects to the Requests to the extent they seek privileged information protected by the attorney-client privilege or the attorney-work product doctrine. Such privileged information includes, but is not limited to, the following:

- a. Information which constitutes, reflects, refers to or relates to confidential communications between officers, directors or employees of Opposer and counsel; and

b. Information which constitutes, reflects, refers to or relates to the impressions, conclusions, opinions or mental process of counsel, their agents or employees.

G. Opposer objects to the Requests to the extent they seek information relating to employees or customers of Opposer, the discovery of which would invade their right to privacy.

H. Opposer objects to the Requests to the extent Applicant has exceeded the limit for such Requests under the Federal Rules of Civil Procedure.

RESPONSES

REQUEST FOR PRODUCTION NO. 1:

Produce copies of all licenses that identify You as a licensor of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 2:

Produce copies of licenses that identify You as the licensee of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 3:

Produce copies of all assignments of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 4:

Produce all Documents that evidence your ownership of the Mark in the United States.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 5:

Produce copies of complaints and other documents filed by You or on Your behalf regarding any Action You have filed regarding the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 6:

Produce copies of financial statements showing all income earned by you from use of the Mark for Motion Pictures in the last 20 years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 7:

Produce all other Documents in Your possession, not produced in response to Requests #1-6 above, that in any manner reference, memorialize, acknowledge, mention, discuss or otherwise pertain to Your ownership of the Mark for Motion Picture production.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client

privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 8:

Produce all Documents to support the claims You made in the Notice of Opposition.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 9:

Produce all Documents to support your answer to Request for Admission #1 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 10:

Produce all Documents to support your answer to Request for Admission #2 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 11:

Produce all Documents to support your answer to Request for Admission #3 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 12:

Produce all Documents to support your answer to Request for Admission #4 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents

contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 13:

Produce all Documents to support your answer to Request for Admission #5 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 14:

Produce all Documents to support your answer to Request for Admission #6 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 15:

Produce all Documents to support your answer to Request for Admission #7 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 16:

Produce all Documents to support your answer to Request for Admission #8 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 17:

Produce all Documents to support your answer to Request for Admission #9 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 18:

Produce all Documents to support your answer to Request for Admission #10 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 19:

Produce copies of all tax returns in any years in which You claim to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents

contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 20:

Produce copies of all receipts and invoices in any years in which You claim to have received income or revenue from use of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 21:

Produce copies of all tax returns in any years in which Mr. John A. Russo claims to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 22:

Produce all copies of all tax returns in any years in which Mr. Russell Streiner claims to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 23:

Produce copies of all tax returns in any years in which Mr. Mr. Gary Streiner claims to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 24:

Produce copies of all invoices and receipts in any years in which You claim to have received income or revenue from use of the of the Mark for tee-shirts, toys, and other merchandise as described in your Answers to Interrogatories, Set 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 25:

Produce all correspondence, including copies of agreements, between You and Robert Lucas as references in your Answer to Interrogatory 15.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 26:

Produce all documents evidencing annual gross revenue received from the conduct of entertainment media production for each of the past five years as described in Interrogatory No. 31.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client

privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 27:

Provide copies of all documents evidencing annual gross revenue You have received from your use or licensing of the Mark for the production of a Motion Picture in the last ten years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 28:

Produce copies of all documents which evidence each documentary concerning the title “Night of the Living Dead” and the Mark as reported by you in the answer to Interrogatory N. 33.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 29:

Provide copies of all documents evidencing any revenue generating activity regarding the Mark as described by you in answer to Interrogatory No. 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 30:

Provide copies of all licenses for action figures, toys, T-shirts, videos, movie stills, and similar as described by you in your answer to Interrogatory No. 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 31:

Provide all written documents evidencing the horror conventions described by you in Answer to Interrogatory No. 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer

also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 32:

Provide documentary evidence of the ‘merchandise and signatures from actors, director and writers are provided on various memorabilia items including copies of original movie posters for the movie’ as described by you in your answer to Interrogatory No, 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 33:

Provide documentary evidence of the licenses You described in your answer to Interrogatory No. 34 for action figures, toys, T-shirts, videos, movie still and various memorabilia.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents

contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 34:

Provide copies of receipts, invoices or any written documentation of income relived for the providing of signatures on various memorabilia items including copies of movie posters as described in your answer to Interrogatory.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 35:

Provide written documents evidencing the ‘various documentaries and anniversary release of the movie’ as stated in your answer to Interrogatory 35.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 36:

Provide written documents evidencing the ‘new versions of the original film’ which You state you have ‘marketed’ in your answer to Interrogatory #35.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 37:

Provide written evidence of the two documentary films you describe in your answer to Interrogatory No. 37.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 38:

Provide written documentation evidencing the ‘trust’ referred to in your answer to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 39:

Provide written documentation of the continuing ‘required corporate tax payments’ as described by you in your answer to Interrogatory #45.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 40:

Provide written evidence of the ‘corporate fees’ you claim Image 10 has paid, since inception in 1967 until the present, as described in your answer to Interrogatory #46

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents

contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 42:

Produce all Documents to support your answer to Request for Admission #34 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 43:

Provide written evidence of the licensing of its trademark Night of the Living Dead and images from the movie Night of the living Dead since the movie was released in 1968..

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 44:

Provide all documents, including correspondence, pertaining to the transfer of the registration from SphereWerx, LLC to Image 10.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 45:

Provide all documents, including correspondence pertaining to the ‘previous relationship’ and ‘work in the past’ between SphereWerx LLC and Image 10.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO.46:

Produce copies of all interviews mentioned and described in Answer to Interrogatory #36 unless reasonably available on the Internet, and in such instance(s):

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 47:

Produce the links to the readily available interviews as mentioned and described in Answer to Interrogatory #36..

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 48:

Provide written evidence of the existence and occurrence of the ‘activities’ You describe in your answer to Interrogatory #47.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents

contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

Dated: March 27, 2018

Respectfully Submitted,

/fbhatti/

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CERTIFICATE OF SERVICE

Opposer, Image Ten, Inc., hereby certifies that a copy of this OPPOSER IMAGE TEN, INC.'S RESPONSE TO APPLICANT RUSTY LEMORANDE'S SECOND SET OF REQUEST FOR PRODUCTION has been served upon Applicant on this 27th day of March, 2018 by email at the following address:

Lemorande@gmail.com

/fbhatti/

Attorney for Opposer

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Image Ten, Inc. Opposer, v. Rusty Ralph Lemorande Applicant.	Opposition No.: 91233690 OPPOSER IMAGE TEN, INC.'S SUPPLEMENTAL RESPONSE TO APPLICANT RUSTY LEMORANDE'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
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PROPOUNDING PARTY: APPLICANT RUSTY RALPH LEMORANDE ("RUSTY")
RESPONDING PARTY: OPPOSER IMAGE TEN, INC.
SET NO.: ONE (1)

**OPPOSER'S RESPONSE TO APPLICANT'S SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, and 37 C.F.R. § 2.120 of the Trademark Rules of Practice, Opposer Image Ten, Inc. ("Opposer") hereby submits responses to the Second Set of Requests for Production of Documents propounded by Rusty Ralph Lemorande ("Lemorande"), as follows:

PRELIMINARY STATEMENT AND GENERAL OBJECTION

1. Opposer hereby provides its Supplemental Response to Lemorande pursuant to the TTAB Order dated July 23, 2018.
2. Opposer states that its responses are based on its present knowledge, information or belief. Opposer also states that they are responding to the requests as they interpret and understand each request. Further discovery and investigation may reveal information not presently known to Opposer upon which Opposer may rely at the time of trial. Opposer reserves

its right, without assuming any obligation not required by law, to amend or supplement its responses to the requests as necessary.

3. Opposer states that the information and/or documents provided in its responses to the requests do not constitute an admission that such information is relevant to the pending litigation. Opposer specifically reserves all objections to the relevancy or admissibility at trial, or in connection with any motion, hearing or other proceeding, of any information provided.

4. Opposer states that nothing contained in these responses should be construed as an admission relative to the existence or non-existence of any fact and no response is to be considered an admission about the relevance or admissibility of any information contained herein.

5. Opposer expressly incorporates this Preliminary Statement into each of the following responses.

GENERAL OBJECTIONS

A. Opposer objects to the Requests propounded by Applicant to the extent they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence with respect to the issues in this action

B. Opposer objects to the Requests as burdensome and as designed, in whole or in part, to harass rather than to serve any legitimate discovery purpose.

C. Opposer hereby objects to each and every request as being vague and ambiguous.

D. Opposer objects to the Requests as overbroad and not limited to a reasonable time period.

E. Opposer objects to the Requests to the extent they seek information of a commercially sensitive nature. Revealing such information would substantially and irreparably injure Applicant by revealing information which derives independent economic value from not being generally known or which has been acquired primarily through confidential research and development efforts by or on behalf of Applicant.

F. Opposer objects to the Requests to the extent they seek privileged information protected by the attorney-client privilege or the attorney-work product doctrine. Such privileged information includes, but is not limited to, the following:

- a. Information which constitutes, reflects, refers to or relates to confidential communications between officers, directors or employees of Opposer and counsel; and
- b. Information which constitutes, reflects, refers to or relates to the impressions, conclusions, opinions or mental process of counsel, their agents or employees.

G. Opposer objects to the Requests to the extent they seek information relating to employees or customers of Opposer, the discovery of which would invade their right to privacy.

H. Opposer objects to the Requests to the extent Applicant has exceeded the limit for such Requests under the Federal Rules of Civil Procedure.

RESPONSES

REQUEST FOR PRODUCTION NO. 1:

Produce copies of all licenses that identify You as a licensor of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 2:

Produce copies of licenses that identify You as the licensee of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 3:

Produce copies of all assignments of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 4:

Produce all Documents that evidence your ownership of the Mark in the United States.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 5:

Produce copies of complaints and other documents filed by You or on Your behalf regarding any Action You have filed regarding the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 6:

Produce copies of financial statements showing all income earned by you from use of the Mark for Motion Pictures in the last 20 years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to this request as seeking documents that are neither relevant nor reasonably calculated to lead to the discovery of relevant information. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 7:

Produce all other Documents in Your possession, not produced in response to Requests #1-6 above, that in any manner reference, memorialize, acknowledge, mention, discuss or otherwise pertain to Your ownership of the Mark for Motion Picture production.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 8:

Produce all Documents to support the claims You made in the Notice of Opposition.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent

documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 9:

Produce all Documents to support your answer to Request for Admission #1 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 10:

Produce all Documents to support your answer to Request for Admission #2 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 11:

Produce all Documents to support your answer to Request for Admission #3 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent

documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 12:

Produce all Documents to support your answer to Request for Admission #4 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 13:

Produce all Documents to support your answer to Request for Admission #5 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 14:

Produce all Documents to support your answer to Request for Admission #6 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the

attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 15:

Produce all Documents to support your answer to Request for Admission #7 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 16:

Produce all Documents to support your answer to Request for Admission #8 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 17:

Produce all Documents to support your answer to Request for Admission #9 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 18:

Produce all Documents to support your answer to Request for Admission #10 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 19:

Produce copies of all tax returns in any years in which You claim to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Opposer also the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information protected from discovery. Opposer also objects to the extent the documents are not relevant to the current proceeding and are not reasonably calculated to lead to the discovery of relevant information.

REQUEST FOR PRODUCTION NO. 20:

Produce copies of all receipts and invoices in any years in which You claim to have received income or revenue from use of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 21:

Produce copies of all tax returns in any years in which Mr. John A. Russo claims to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 22:

Produce all copies of all tax returns in any years in which Mr. Russell Streiner claims to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Opposer objects to the request given that it is untimely as the response to the request would be due after the close of discovery. TBMP §403.03; 37 C.F.R. §2.120(a)(3). Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client

privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 23:

Produce copies of all tax returns in any years in which Mr. Mr. Gary Streiner claims to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 24:

Produce copies of all invoices and receipts in any years in which You claim to have received income or revenue from use of the of the Mark for tee-shirts, toys, and other merchandise as described in your Answers to Interrogatories, Set 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 25:

Produce all correspondence, including copies of agreements, between You and Robert Lucas as references in your Answer to Interrogatory 15.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 26:

Produce all documents evidencing annual gross revenue received from the conduct of entertainment media production for each of the past five years as described in Interrogatory No. 31.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 27:

Provide copies of all documents evidencing annual gross revenue You have received from your use or licensing of the Mark for the production of a Motion Picture in the last ten years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 28:

Produce copies of all documents which evidence each documentary concerning the title “Night of the Living Dead” and the Mark as reported by you in the answer to Interrogatory N. 33.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 29:

Provide copies of all documents evidencing any revenue generating activity regarding the Mark as described by you in answer to Interrogatory No. 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 30:

Provide copies of all licenses for action figures, toys, T-shirts, videos, movie stills, and similar as described by you in your answer to Interrogatory No. 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the

extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 31:

Provide all written documents evidencing the horror conventions described by you in Answer to Interrogatory No. 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 32:

Provide documentary evidence of the ‘merchandise and signatures from actors, director and writers are provided on various memorabilia items including copies of original movie posters for the movie’ as described by you in your answer to Interrogatory No, 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 33:

Provide documentary evidence of the licenses You described in your answer to Interrogatory No. 34 for action figures, toys, T-shirts, videos, movie still and various memorabilia.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding. Subject to and without waiving the foregoing objections, Opposer will produce non-privileged responsive documents to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 34:

Provide copies of receipts, invoices or any written documentation of income relived for the providing of signatures on various memorabilia items including copies of movie posters as described in your answer to Interrogatory.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 35:

Provide written documents evidencing the ‘various documentaries and anniversary release of the movie’ as stated in your answer to Interrogatory 35.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 36:

Provide written documents evidencing the ‘new versions of the original film’ which You state you have ‘marketed’ in your answer to Interrogatory #35.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 37:

Provide written evidence of the two documentary films you describe in your answer to Interrogatory No. 37.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 38:

Provide written documentation evidencing the ‘trust’ referred to in your answer to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the

extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 39:

Provide written documentation of the continuing ‘required corporate tax payments’ as described by you in your answer to Interrogatory #45.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 40:

Provide written evidence of the ‘corporate fees’ you claim Image 10 has paid, since inception in 1967 until the present, as described in your answer to Interrogatory #46

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 42:

Produce all Documents to support your answer to Request for Admission #34 in Rusty Lemorande’s First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by

the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 43:

Provide written evidence of the licensing of its trademark Night of the Living Dead and images from the movie Night of the living Dead since the movie was released in 1968..

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 44:

Provide all documents, including correspondence, pertaining to the transfer of the registration from SphereWerx, LLC to Image 10.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 45:

Provide all documents, including correspondence pertaining to the ‘previous relationship’ and ‘work in the past’ between SphereWerx LLC and Image 10.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO.46:

Produce copies of all interviews mentioned and described in Answer to Interrogatory #36 unless reasonably available on the Internet, and in such instance(s):

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 47:

Produce the links to the readily available interviews as mentioned and described in Answer to Interrogatory #36..

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

REQUEST FOR PRODUCTION NO. 48:

Provide written evidence of the existence and occurrence of the ‘activities’ You describe in your answer to Interrogatory #47.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48

Opposer also incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding.

Dated: August 20, 2018

Respectfully Submitted,

/mmeeks/

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CERTIFICATE OF SERVICE

Opposer, Image Ten, Inc., hereby certifies that a copy of this OPPOSER IMAGE TEN, INC.'S SUPPLEMENTAL RESPONSE TO APPLICANT RUSTY LEMORANDE'S SECOND SET OF REQUEST FOR PRODUCTION has been served upon Applicant on this 20th day of August, 2018 by email at the following address:

Lemorande@gmail.com



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

IMAGE TEN, INC.,)	Opposition No.: 91233690
)	
Opposer,)	Application No.: 87/090,468
)	
v.)	Mark: NIGHT OF THE LIVING DEAD
)	
RUSTY RALPH LEMORANDE,)	Filed: June 30, 2016
)	
Applicant.)	
)	

**OPPOSER'S AMENDED RESPONSES TO APPLICANT'S
SECOND SET OF REQUESTS FOR PRODUCTION**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, and 37 C.F.R. § 2.120 of the Trademark Rules of Practice, Opposer Image Ten, Inc. ("Opposer") hereby submits responses to the Second Set of Requests for Production of Documents propounded by Rusty Ralph Lemorande ("Lemorande"), as follows:

PRELIMINARY STATEMENT

1. Opposer states that its Responses are based on its present knowledge, information or belief. Further discovery and investigation may reveal information not presently known to Opposer upon which Opposer may rely at the time of trial. Opposer reserves its right, without assuming any obligation not required by law, to amend or supplement its Responses to the requests as necessary.

2. Opposer states that the information and/or documents provided in its Responses to the Requests do not constitute an admission that such information is relevant to the pending litigation. Opposer specifically reserves all objections to relevancy or admissibility at trial, or in connection with any motion, hearing or other proceeding, of any information provided.

3. Opposer states that nothing contained in these Responses should be construed as an admission relative to the existence or non-existence of any fact and no response is to be considered an admission about the relevance or admissibility of any information contained herein.

4. Opposer expressly incorporates this Preliminary Statement into each of the following Responses.

GENERAL OBJECTIONS

A. Opposer objects to the Requests propounded by Applicant to the extent they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence with respect to the issues in this action.

B. Opposer objects to the Requests to the extent they seek information protected by the attorney-client privilege, the attorney-work product doctrine or any other privilege, protection or confidentiality agreement. Such information includes, but is not limited to, the following:

1. Information which constitutes, reflects, refers to or relates to confidential communications between officers, directors or employees of Opposer and counsel; and
2. Information which constitutes, reflects, refers to or relates to the impressions, conclusions, opinions or mental process of counsel, their agents or employees.

RESPONSES

REQUEST FOR PRODUCTION NO. 1:

Produce copies of all licenses that identify You as a licensor of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer further objects to the extent documents sought by this Request contain confidential information that is expressly not permitted to be disclosed. Opposer also objects to the extent the documents sought by this Request are not relevant to the current proceeding. Subject to and without waiving the foregoing objections, Opposer will produce non-confidential documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 2:

Produce copies of licenses that identify You as the licensee of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Opposer states there are no documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 3:

Produce copies of all assignments of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer states that any assignments it is aware of are a matter of public record with the U.S. Patent and Trademark Office, and as such, are equally accessible to Applicant.

REQUEST FOR PRODUCTION NO. 4:

Produce all Documents that evidence your ownership of the Mark in the United States.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to this Request to the extent “all” is overly burdensome and unnecessary. Subject to and without waiving the foregoing objections, Opposer will produce non-confidential documents responsive to this Request that demonstrate its ownership of the Mark in the United States.

REQUEST FOR PRODUCTION NO. 5:

Produce copies of complaints and other documents filed by You or on Your behalf regarding any Action You have filed regarding the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer states that any trademark complaints it

is aware of are a matter of public record with the U.S. Patent and Trademark Office, and as such, are equally accessible to Applicant.

REQUEST FOR PRODUCTION NO. 6:

Produce copies of financial statements showing all income earned by you from use of the Mark for Motion Pictures in the last 20 years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to this Request as seeking documents that are neither relevant nor reasonably calculated to lead to the discovery of relevant information. Opposer also objects to the extent that the Request is overly broad and vague. Subject to and without waiving the foregoing objections, Opposer states that while Opposer will not release its confidential financial statements (and that its financial statements do not have this information identified in this categorical way in any event), Opposer will produce other non-privileged documents that evidence income has been earned by Opposer from use of the Mark for motion pictures in the last 20 years.

REQUEST FOR PRODUCTION NO. 7:

Produce all other Documents in Your possession, not produced in response to Requests #1-6 above, that in any manner reference, memorialize, acknowledge, mention, discuss or otherwise pertain to Your ownership of the Mark for Motion Picture production.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to this Request to the extent “all” is overly burdensome and unnecessary, and because this Request is duplicative of Request Number 4, and vague and ambiguous as to how it pertains to

Requests 1-3, and 5-6. As a result Opposer will not produce any documents specifically in response to this Request.

REQUEST FOR PRODUCTION NO. 8:

Produce all Documents to support the claims You made in the Notice of Opposition.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request is duplicative and thus burdensome, and is already addressed in a variety of other Requests.

REQUEST FOR PRODUCTION NO. 9:

Produce all Documents to support your answer to Request for Admission #1 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request is duplicative and thus burdensome, and is already addressed in a variety of other Requests seeking evidence of ownership of the Mark.

REQUEST FOR PRODUCTION NO. 10:

Produce all Documents to support your answer to Request for Admission #2 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request is duplicative and thus burdensome, and is already addressed in a variety of other Requests seeking evidence of ownership of the Mark.

REQUEST FOR PRODUCTION NO. 11:

Produce all Documents to support your answer to Request for Admission #3 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request is duplicative and thus burdensome, and is already addressed in a variety of other Requests seeking evidence of ownership of the Mark.

REQUEST FOR PRODUCTION NO. 12:

Produce all Documents to support your answer to Request for Admission #4 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request is duplicative and thus burdensome, and is already addressed in a variety of other Requests seeking evidence of ownership of the Mark.

REQUEST FOR PRODUCTION NO. 13:

Produce all Documents to support your answer to Request for Admission #5 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request is duplicative and thus burdensome, and is already addressed in a variety of other Requests seeking evidence of ownership of the Mark.

REQUEST FOR PRODUCTION NO. 14:

Produce all Documents to support your answer to Request for Admission #6 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce non-confidential documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 15:

Produce all Documents to support your answer to Request for Admission #7 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce non-confidential documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 16:

Produce all Documents to support your answer to Request for Admission #8 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce non-confidential documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 17:

Produce all Documents to support your answer to Request for Admission #9 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce non-confidential documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 18:

Produce all Documents to support your answer to Request for Admission #10 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer states there are no documents responsive to this Request as the statement identified in Request for Admission No. 10 is not true and was not admitted.

REQUEST FOR PRODUCTION NO. 19:

Produce copies of all tax returns in any years in which You claim to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request seeks documents that contain confidential and proprietary information protected from and beyond the scope of permissible discovery. Opposer also objects to the extent the documents sought in this Request are not relevant to the current proceeding and

are not reasonably calculated to lead to the discovery of relevant information as these documents do not provide any specific breakdown of information indicating the amount of income or revenue earned from any activities in association with use of the Mark. Opposer will not produce these protected and confidential documents (to the extent any such documents exist); however, Opposer has produced documents showing that income has been generated from its activities in association with use of the Mark.

REQUEST FOR PRODUCTION NO. 20:

Produce copies of all receipts and invoices in any years in which You claim to have received income or revenue from use of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request seeks documents that contain confidential and proprietary information protected from and beyond the scope of permissible discovery. Opposer also objects to the extent the documents sought in this Request are not relevant to the current proceeding and are not reasonably calculated to lead to the discovery of relevant information as these documents do not provide any specific breakdown of information indicating the amount of income or revenue earned from any activities in association with use of the Mark, and that such a request for “all” receipts and invoices is unduly burdensome. Opposer will not produce these protected and confidential documents (to the extent any such documents exist); however, Opposer has produced documents showing that income has been generated from its activities in association with use of the Mark.

REQUEST FOR PRODUCTION NO. 21:

Produce copies of all tax returns in any years in which Mr. John A. Russo claims to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer does not have access to Mr. Russo's personal income tax returns, and thus will not produce any documents in response to this Request.

REQUEST FOR PRODUCTION NO. 22:

Produce all copies of all tax returns in any years in which Mr. Russell Streiner claims to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer does not have access to Mr. Streiner's personal income tax returns, and thus will not produce any documents in response to this Request.

REQUEST FOR PRODUCTION NO. 23:

Produce copies of all tax returns in any years in which Mr. Gary Streiner claims to have received income or revenue from use of the of the Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer does not have access to Mr. Streiner's personal income tax returns, and thus will not produce any documents in response to this Request.

REQUEST FOR PRODUCTION NO. 24:

Produce copies of all invoices and receipts in any years in which You claim to have received income or revenue from use of the of the Mark for tee-shirts, toys, and other merchandise as described in your Answers to Interrogatories, Set 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Opposer incorporates its Response to Request for Production 20 by reference as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 25:

Produce all correspondence, including copies of agreements, between You and Robert Lucas as references in your Answer to Interrogatory 15.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer does not have any documents to produce in response to this Request.

REQUEST FOR PRODUCTION NO. 26:

Produce all documents evidencing annual gross revenue received from the conduct of entertainment media production for each of the past five years as described in Interrogatory No. 31.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request seeks documents that contain confidential and proprietary information protected from and beyond the scope of permissible discovery. Opposer also objects to the extent the documents sought in this Request are not relevant to the current proceeding and

are not reasonably calculated to lead to the discovery of relevant information as these documents do not provide any specific breakdown of information indicating the amount of revenue earned from “entertainment media production” in association with use of the Mark, and that such a request for “all” documents is unduly burdensome and duplicative of other requests. Opposer will not produce these protected and confidential documents (to the extent any such documents exist); however, Opposer has produced documents showing that revenue has been generated from its activities in association with use of the Mark.

REQUEST FOR PRODUCTION NO. 27:

Provide copies of all documents evidencing annual gross revenue You have received from your use or licensing of the Mark for the production of a Motion Picture in the last ten years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request seeks documents that contain confidential and proprietary information protected from and beyond the scope of permissible discovery. Opposer also objects to the extent the documents sought in this Request are not relevant to the current proceeding and are not reasonably calculated to lead to the discovery of relevant information as these documents do not provide any specific breakdown of information indicating the amount of income or revenue earned from any activities in association with use of the Mark, and that such a request for “all” documents is unduly burdensome and duplicative of other Requests. Opposer will not produce these protected and confidential documents (to the extent any such documents exist); however, Opposer has produced documents showing that income has been generated from its activities in association with use of the Mark.

REQUEST FOR PRODUCTION NO. 28:

Produce copies of all documents which evidence each documentary concerning the title “Night of the Living Dead” and the Mark as reported by you in the answer to Interrogatory N. 33.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce non-privileged documents responsive to this request if such documents exist.

REQUEST FOR PRODUCTION NO. 29:

Provide copies of all documents evidencing any revenue generating activity regarding the Mark as described by you in answer to Interrogatory No. 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request seeks documents that contain confidential and proprietary information protected from and beyond the scope of permissible discovery. Opposer also objects to the extent the documents sought in this Request are not relevant to the current proceeding and are not reasonably calculated to lead to the discovery of relevant information. Further, the request for “all” documents is unduly burdensome. Subject to the foregoing, Opposer has produced documents showing that revenue has been generated from its activities in association with use of the Mark.

REQUEST FOR PRODUCTION NO. 30:

Provide copies of all licenses for action figures, toys, T-shirts, videos, movie stills, and similar as described by you in your answer to Interrogatory No. 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Opposer incorporates its Response to Request No. 1 by reference as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 31:

Provide all written documents evidencing the horror conventions described by you in Answer to Interrogatory No. 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the Request is overly broad and unduly burdensome by seeking “all” written documents. Subject to and without waiving the foregoing objections, Opposer will produce non-confidential responsive documents evidencing the horror conventions referenced in its Interrogatory Answers.

REQUEST FOR PRODUCTION NO. 32:

Provide documentary evidence of the ‘merchandise and signatures from actors, director and writers are provided on various memorabilia items including copies of original movie posters for the movie” as described by you in your answer to Interrogatory No, 34.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the Request is overly broad and unduly burdensome by seeking “all” written documents. Subject to and without waiving the foregoing objections, Opposer will produce non-confidential responsive documents evidencing the items identified above and referenced in its Interrogatory Answers.

REQUEST FOR PRODUCTION NO. 33:

Provide documentary evidence of the licenses You described in your answer to Interrogatory No. 34 for action figures, toys, T-shirts, videos, movie still and various memorabilia.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Opposer incorporates its Response to Request No. 1 by reference as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 34:

Provide copies of receipts, invoices or any written documentation of income relieved for the providing of signatures on various memorabilia items including copies of movie posters as described in your answer to Interrogatory.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent this Request seeks documents that contain confidential and proprietary information protected from and beyond the scope of permissible discovery. Opposer also objects to the extent the documents sought in this Request are not relevant to the current proceeding and are not reasonably calculated to lead to the discovery of relevant information as these documents do not provide any specific breakdown of information indicating the amount of income earned from any activities in association with use of the Mark. Opposer will not produce these protected and confidential documents (to the extent any such documents exist); however, Opposer has produced documents showing that income has been generated from its activities in association with use of the Mark.

REQUEST FOR PRODUCTION NO. 35:

Provide written documents evidencing the ‘various documentaries and anniversary release of the movie’ as stated in your answer to Interrogatory 35.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce non-privileged responsive documents to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 36:

Provide written documents evidencing the ‘new versions of the original film’ which You state you have ‘marketed’ in your answer to Interrogatory #35.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce non-privileged responsive documents to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 37:

Provide written evidence of the two documentary films you describe in your answer to Interrogatory No. 37.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce non-privileged responsive documents to the extent such documents exist.

REQUEST FOR PRODUCTION NO. 38:

Provide written documentation evidencing the ‘trust’ referred to in your answer to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

Opposer states that there are no documents to specifically support that statement, and that, no legal trust (as that term may be understood by legal counsel) was created and thus no documents exist.

REQUEST FOR PRODUCTION NO. 39:

Provide written documentation of the continuing 'required corporate tax payments' as described by you in your answer to Interrogatory #45.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding. Subject to and without waiving the foregoing objections, Opposer will not produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 40:

Provide written evidence of the 'corporate fees' you claim Image 10 has paid, since inception in 1967 until the present, as described in your answer to Interrogatory #46

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

Opposer incorporates its Response to Request No. 39 by reference as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 42:

Produce all Documents to support your answer to Request for Admission #34 in Rusty Lemorande's First Set of Requests for Admission.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by the attorney-client privilege or attorney work product doctrine. Opposer further objects to the extent documents contain confidential and proprietary information. Opposer also objects to the extent the documents are not relevant to the current proceeding. Subject to and without waiving the foregoing objections, Opposer does not have any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 43:

Provide written evidence of the licensing of its trademark Night of the Living Dead and images from the movie Night of the living Dead since the movie was released in 1968.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

Opposer incorporates by reference its Response to Request No. 1 as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 44:

Provide all documents, including correspondence, pertaining to the transfer of the registration from SphereWerx, LLC to Image 10.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Opposer objects to the extent the request seeks documents protected from discovery by non-disclosure provisions. Subject to and without waiving the foregoing objections, Opposer cannot produce all documents pertaining to this transfer for registration due to confidentiality provisions provided in the transfer agreement, but does note that the fact of the transfer and the executed assignment is recorded in public records with the U.S. Patent and Trademark Office.

REQUEST FOR PRODUCTION NO. 45:

Provide all documents, including correspondence pertaining to the ‘previous relationship’ and ‘work in the past’ between SphereWerx LLC and Image 10.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

Opposer incorporates its Response to Request No. 44 by reference as if fully set forth herein.

REQUEST FOR PRODUCTION NO.46:

Produce copies of all interviews mentioned and described in Answer to Interrogatory #36 unless reasonably available on the Internet, and in such instance(s):

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce responsive documents to the extent such documents are in its possession, custody and/or control, and if they are publicly available, they are equally accessible to Applicant who can obtain them from public sources directly.

REQUEST FOR PRODUCTION NO. 47:

Produce the links to the readily available interviews as mentioned and described in Answer to Interrogatory #36.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce responsive documents to the extent such documents are in its possession, custody and/or control, and if they are publicly

available, they are equally accessible to Applicant who can obtain them from public sources directly.

REQUEST FOR PRODUCTION NO. 48:

Provide written evidence of the existence and occurrence of the ‘activities’ You describe in your answer to Interrogatory #47.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48

Opposer incorporates the Preliminary Statement and General Objections set forth above. Subject to and without waiving the foregoing objections, Opposer will produce non-confidential responsive documents.

Respectfully submitted,

THE WEBB LAW FIRM

Dated: March 21, 2019

/Cecilia R. Dickson/

Cecilia R. Dickson (PA ID No. 89348)

Christopher P. Sherwin (Reg. No. 67923)

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of this **OPPOSER'S AMENDED RESPONSES TO APPLICANT'S SECOND SET OF REQUESTS FOR PRODUCTION** was served this 21st day of March, 2019, upon the following via electronic mail:

Rusty Ralph Lemorande
1245 North Crescent Heights Blvd., #B
Los Angeles, CA 90046
lemorande@gmail.com

THE WEBB LAW FIRM

/Cecilia R. Dickson/

Cecilia R. Dickson

EXHIBIT D

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

IMAGE TEN, INC.

Opposer

Opposition No. 91233690

v.

RUSTY LEMORANDE

Applicant

**RUSTY LEMORANDE'S FIRST SET OF
REQUEST FOR ADMISSIONS**

PROPOUNDING PARTY:

Rusty Lemorande ("Rusty")

RESPONDING PARTY:

Image Ten, Inc. ("Six Continents")

REQUEST SET NO.:

One

Pursuant to FRCP 33, Rusty requests that Image 10 answer each of the following requests for admission, under oath and in writing within thirty (30) days of service in accordance with the Rule, the definitions, and the instructions contained here.

DEFINITIONS.

1. "Action" shall mean any law suit, arbitration, opposition proceeding, cancellation proceeding, or other legal action before a court, tribunal or regulatory agency with the power to grant relief.

2. "Mark" shall mean the phrase "NIGHT OF THE LIVING DEAD" or variations on such phrase for use with Motion Picture creation, production, distribution or licensing.

3. "Motion Picture" shall mean a movie, film, made for television movie, or other commercial moving picture medium.

4. "Rusty" shall mean Rusty Lemorande an individual and resident of California.

5. "Document" is used in its customary broad sense to include, by way of illustration only and not by way of limitation, all written or graphic matter of every kind and description, whether printed or reproduced by any process, or written and/or produced by hand, whether final or draft, original or reproduction, whether in actual or constructive possession, custody, or control of the party, including: letters, correspondence, memoranda of telephone or personal

1 conversations, emails, microfilm, microfiches, telegrams, books, magazines, newspapers,
2 advertisements, periodicals, bulletins, circulars, brochures, pamphlets, statements, notices,
3 advertising layouts, trade letters, press releases, reports, rules, regulations, directives, teletype or
4 telefax messages, minutes or records of meetings, interoffice communications, financial
5 statements, ledgers, books of account, proposals, prospectuses, offers, orders, receipts, working
6 papers, desk calendars, appointment books, logs, diaries, routing slips, time sheets, logs, movies,
7 tapes (or visual or audio reproductions), drawings, blueprints, sketches, plans, graphs, charts,
8 photographs, shipping papers, purchase orders, phonograph records, data processing paper
9 results, data printouts and computations (both in hard-copy form and stored in memory
10 components) transcripts of oral statements or testimony.

11 6. "Identify" (a) when used with respect to a person means to set forth the name,
12 business position, business address and telephone number, and residential address and telephone
13 number of such person; (b) when used with respect to a Gaming License, means to set forth the
14 jurisdiction where the license was granted, the government or regulatory agency that issued the
15 license, the category or type of license, and current status of license: (c) when used with respect
16 to a Gaming Application, means to set forth the jurisdiction where the application was submitted,
17 the date the application was submitted, the category or type of license applied for, and the current
18 status of application; (d) when used with respect to a Hotel, means to set forth the complete name
19 of the hotel, its physical address, telephone number and website address, and; (e) when used in
20 any other context shall be construed according to its common meaning to require the disclosure
21 of Your knowledge or information in Your possession that is necessary to establish the identity
22 of the subject matter to which the interrogatory pertains.

23 7. "Oppositions" shall mean any forms of objection or opposition to a Third Party's
24 use of a particular trademark, service mark, tradename or fictitious firm name, including but not
25 limited to any cease and desist letter, a complaint filed in any court having competent jurisdiction
26 over the relevant subject matter, any letter of protest submitted to the USPTO, any request for an
27 extension of the time to oppose a Third Party's mark, or any opposition proceeding commenced

1 with the TTAB.

2 8. "Person/Entity" shall mean any natural person, firm, partnership, joint venture,
3 sole proprietorship, association, contractor, consultant, expert, institution, corporation,
4 unincorporated organization, trust, business entity, any other legal entity, or other entity of any
5 description.

6 9. "Third Party(ies)" shall mean all Persons other than Rusty and Image 10.

7 10. "TTAB" shall mean the Trademark Trial and Appeal Board of the USPTO

8 11. "USPTO" shall mean the United States Patent and Trademark Office.

9 12. "You" and "Your" shall refer to the named Opposer in this action, Image Ten,
10 Inc. The terms "You" or "Your" shall also refer to Your agents, Your employees, Your
11 representative, Your insurance companies, their agents, their employees, Your attorneys, Your
12 accountants, Your investigators, or any Person/Entity(s) (as defined above) acting on Your
13 behalf or at Your request.

14 INSTRUCTIONS

15 1. Your answer to each Request for Admission shall specifically admit or deny the
16 matter set forth in detail or the reasons why You cannot admit or deny the matter. If You do not
17 specifically deny the Requests within 30 days after service thereof, those Requests will be
18 deemed admitted. If You can only admit a portion of the Request, it is requested that You
19 specify which portion is admitted and which is denied. Your responses shall be signed by You
20 or Your attorney.

21 2. You may not give lack of information or knowledge as a reason for failure to
22 admit unless You state that You have made reasonable inquiry and that the information You
23 know or can readily obtain is insufficient to allow You to admit or deny.

24 3. If Your answer is based upon information and belief, and not actual knowledge,
25 You shall so state and specifically describe or identify the exact source(s) of such information
26 and belief.

27 REQUESTS FOR ADMISSION

1 **Request for Admission No. 1:** Admit that the Image 10 does not own the exclusive
2 rights to any motion picture entitled "NIGHT OF THE LIVING DEAD".

3 **Request for Admission No. 2:** Admit that the Image 10 does not own the exclusive
4 rights to any television shows entitled "NIGHT OF THE LIVING DEAD".

5 **Request for Admission No. 3:** Admit that the Image 10 does not own the exclusive
6 rights to any commercial video entitled "NIGHT OF THE LIVING DEAD".

7 **Request for Admission No. 4:** Admit that the Image 10 does not own the exclusive
8 rights to any audio program "NIGHT OF THE LIVING DEAD".

9 **Request for Admission No. 5:** Admit that the Image 10 does not own the exclusive
10 rights to any video program entitled "NIGHT OF THE LIVING DEAD".

11 **Request for Admission No. 6:** Admit that the Image 10 has not produced a motion
12 picture in more than 10 years.

13 **Request for Admission No. 7:** Admit that the Image 10 has not produced a motion
14 picture in more than 20 years.

15 **Request for Admission No. 8:** Admit that the Image 10 has not produced a motion
16 picture in more than 40 years.

17 **Request for Admission No. 9:** Admit that the Image 10 has not produced a motion
18 picture in more than 45 years.

19 **Request for Admission No. 10:** Admit that Image 10 has not sought Federal
20 Trademark registration, since the film's creation in 1968, prior to 2017.

21 **Request for Admission No. 11:** Admit that Image 10 did not authorize or license
22 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture so entitled, produced in
23 2014 and directed by Chad Zuver.

24 **Request for Admission No. 12:** Admit that Image 10 did not authorize or license
25 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture so entitled, produced in
26 2013 and directed by Samuel Victor.

27 **Request for Admission No. 13:** Admit that Image 10 did not authorize or license
28

1 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled CHILDREN
2 OF THE LIVING DEAD, directed by Tor Ramsey in 2001.

3 **Request for Admission No. 14:** Admit that Image 10 did not authorize or license
4 use of the title, ANOTHER NIGHT OF THE LIVING DEAD, for the motion picture so entitled,
5 produced in 2011 and directed by Alan Smithee.

6 **Request for Admission No. 15:** Admit that Image 10 did not authorize or license
7 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF
8 THE LIVING DEAD: GENESIS, directed by Matt Cloude in 2017.

9 **Request for Admission No. 16:** Admit that Image 10 did not authorize or license
10 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF
11 THE LIVING DEAD: Rebirth, directed by Roger Connors in 2017.

12 **Request for Admission No. 17:** Admit that Image 10 did not authorize or license
13 use of the title, HOUSE OF THE LIVING DEAD, for the motion picture entitled NIGHT OF
14 THE LIVING DEAD 3D directed by Ray Austin in 1974.

15 **Request for Admission No. 18:** Admit that Image 10 did not authorize or license
16 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled OF THE
17 LIVING DEAD directed by Albert Cochran in 2008.

18 **Request for Admission No. 19:** Admit that Image 10 did not authorize or license
19 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF
20 THE LIVING DEAD: REANIMATED, directed by Mike Schneider in 2009.

21 **Request for Admission No. 20:** Admit that Image 10 did not authorize or license
22 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF
23 THE LIVING DEAD: REBOOT directed by Lewis Guthrie in 2013.

24 **Request for Admission No. 21:** Admit that Image 10 did not authorize or license
25 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF
26 THE LIVING DEAD: RESURRECTION directed by James Plumb in 2012.

27 **Request for Admission No. 22:** Admit that Image 10 did not authorize or license
28

1 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled OPENING
2 NIGHT OF THE LIVING DEAD, directed by Joshua Dickinson in 2014.

3 **Request for Admission No. 23:** Admit that Image 10 did not authorize or license
4 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF
5 THE LIVING DEAD: DARKEST DAWN, directed by Zebediah De Soto and Krisztian Majdik
6 in 2015.

7 **Request for Admission No. 24:** Admit that Image 10 did not authorize or license
8 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NERD OF THE
9 LIVING DEAD directed by Stu Dodge in 2011.

10 **Request for Admission No. 25:** Admit that Image 10 did not authorize or license
11 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled ONE FOR THE
12 FIRE: THE LEGACY OF NIGHT OF THE LIVING DEAD, directed by Robert Lucas in 2008.

13 **Request for Admission No. 26:** Admit that Image 10 did not authorize or license
14 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled SEXY
15 NIGHTS OF THE LIVING DEAD, directed by Joe D'Amatz in 1980.

16 **Request for Admission No. 27:** Admit that Image 10 did not authorize or license
17 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF
18 THE LIVING DEAD 3D: RE-ANIMATION, directed by Jeff Broadstreet in 2012.

19 **Request for Admission No. 28:** Admit that Image 10 did not authorize or license
20 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled RETURN OF
21 THE LIVING DEAD, directed by Brian Yuzna in 1993.

22 **Request for Admission No. 29:** Admit that Image 10 did not authorize or license
23 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled RETURN OF
24 THE LIVING DEAD II, directed by Ken Wiederhorn in 1988.

25 **Request for Admission No. 30:** Admit that Image 10 did not authorize or license
26 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled RETURN OF
27 THE LIVING DEAD, directed by Brian Yuzna in 1993.

1 **Request for Admission No. 31:** Admit that Image 10 did not authorize or license
2 use of the title, NIGHT OF THE LIVING DEAD: RAVE TO THE GRAVE, for the motion
3 picture entitled RETURN OF THE LIVING DEAD, directed by Ellory Elkayem in 2005.

4 **Request for Admission No. 32:** Admit that Image 10 did not authorize or license
5 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF
6 THE LIVING DEAD: NECROPOLIS, directed by Ellory Elkayem in 2005.

7 **Request for Admission No. 33:** Admit that Image 10 did not authorize or license
8 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled PARIS
9 BY NIGHT OF THE LIVING DEAD, directed by Gregory Morin in 2009.

10 **Request for Admission No. 34:** Admit that Image 10 did not authorize or license
11 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled
12 OPENING NIGHT OF THE LIVING DEAD, directed by Jonathan McDevitt in 2010.

13 **Request for Admission No. 35:** Admit that Image 10 did not authorize or license
14 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled
15 OPENING NIGHT OF THE LIVING DEAD, directed by Shalena Oxley in 2008.

16 **Request for Admission No. 36:** Admit that Image 10 did not authorize or license
17 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT
18 OF THE LIVING DEAD, directed by Rich P. Matthews in 2004.

19 **Request for Admission No. 37:** Admit that Image 10 did not authorize or license
20 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled
21 STRANGE NIGHT OF THE LIVING DEAD, directed by Roman Soni in 2014.

22 **Request for Admission No. 38:** Admit that Image 10 did not authorize or license
23 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT
24 OF THE LIVING DEAD MEXICANS, directed by Nicholas Humphries in 2008.

25 **Request for Admission No. 39:** Admit that Image 10 did not authorize or license
26 use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT
27 OF THE LIVING DEAD PHONE, produced in 2015.

Request for Admission No. 40: Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled MISLEAD: NIGHT OF THE LIVING DEAD, produced in 2011.

Request for Admission No. 41: Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT OF THE SO LIVING DEAD GUY, directed by Michael Kesler in 2002.

Request for Admission No. 42: Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT OF THE LOVING DEAD, directed by Anna Humphries in 2012.

Request for Admission No. 43: Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT OF THE LOVING DEAD, directed by Steve Look in 2011.

Request for Admission No. 44: Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for any of the following T.V. Episodes:

Night Of The Living Dead	1991	An Actor's Life For Me
Night Of The Living Dead	2007	Crossing Jordan
Night Court Of The Living Dead	1988	Night Court
Night Of The Living Dead Monrovia	2012	Horror Kung-Fu Theatre
Night Of The Living Dead KHIZ	2001	Horror Kung-Fu Theatre
Night Of The Living Dead Dead Bigfoots	1999	Horror Kung-Fu Theatre
Night Of The Living Dead Leprechauns	2004	Horror Kung-Fu Theatre
Night Of The Living Dead Elvises	1991	Horror Kung-Fu Theatre
Dead Of The Living Night	2001	Horror Kung-Fu Theatre
Night Of The Living Dead: Just A Girl	2014	Longbox of the Damned
Night Of The Living Dead Beverly Hills	2002	Horror Kung-Fu Theatre
Night Of The Living Dead: Part 1	2016	Angry Internet Personality
Night Of The Living Dead: Part 1	2012	Survival of the Dumbest
Night Of The Living Dead Reanimated (2009)	2010	The Schlocky Horror Picture Show
Night Of The Living Dead Boyle Heights	2009	Horror Kung-Fu Theatre
Night Of The Living Dead: Part Duxx	2012	Survival of the Dumbest
Night Of The Living Dead Beverly Hills	2002	Horror Kung-Fu Theatre
Night Of The Living Dead: Part 1	2016	Angry Internet Personality
Night Of The Living Dead: Part 1	2012	Survival of the Dumbest
Night Of The Living Dead Elvis's KHIZ	2003	Horror Kung-Fu Theatre

1	Night Of The Living Dead: Part Duxx	2012	Survival of the Dumbest
	Night Of The Living Dead: Part 2	2016	Angry Internet Personality
2	Night Of The Living Dead Elvis's Diamond Bar	1995	Horror Kung-Fu Theatre
	Night Of The Living Dead East Los Angeles	2007	Horror Kung-Fu Theatre
3	A Night for the Living, a Mourning for the Dead	2012	Blade

4

5 Dated this 28th day of August, 2017

6 By: /s/ Rusty Ralph Lemorande
 7 245 N. Crescent Hts. Blvd #B,
 8 LOS ANGELES CALIFORNIA 90046

8 Applicant

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Certificate of Service

A copy of Rusty Lemorande's First Set of Requests for Admissions in Opposition No. 91233690 was served by first class mail, postage prepaid, upon Farah P. Bhatti, Buchalter Professional Corporation, 18400 Von Karman Avenue, Suite 800, Irvine, CA 92612-0514.

/s/ Rusty Ralph Lemorande
Rusty Ralph Lemorande

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Image Ten, Inc. Opposer, v. Rusty Ralph Lemorande Applicant.	Opposition No.: 91233690 OPPOSER IMAGE TEN, INC.'S RESPONSE TO APPLICANT RUSTY RALPH LEMORANDE'S FIRST SET OF REQUEST FOR ADMISSIONS
------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------

PROPOUNDING PARTY: APPLICANT RUSTY RALPH LEMORANDE
RESPONDING PARTY: OPPOSER IMAGE TEN, INC.
SET NO.: ONE (1)

OPPOSER'S RESPONSE TO APPLICANT'S INTERROGATORIES (SET 1)

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, and 37 C.F.R. § 2.120 of the Trademark Rules of Practice, Opposer Image Ten, Inc. ("Opposer") hereby responds to the First Set of Admissions propounded by Rusty Ralph Lemorande ("Lemorande"), as follows:

PRELIMINARY STATEMENT AND GENERAL OBJECTION

1. Opposer states that discovery is ongoing and will continue as long as permitted and that Opposer has not yet completed its investigation in this matter. Opposer specifically reserves its right to introduce any evidence from any source and/or testimony from any witness in this matter.

2. Opposer states that its responses are based on its present knowledge, information or belief. Opposer also states that they are responding to the requests as they interpret and understand each request. Further discovery and investigation may reveal information not presently known to Opposer upon which Opposer may rely at the time of trial. Opposer reserves its right, without assuming any obligation not required by law, to amend or supplement its responses to the requests as necessary.

3. Opposer states that the information and/or documents provided in its responses to the interrogatories do not constitute an admission that such information is relevant to the pending litigation. Opposer specifically reserves all objections to the relevancy or admissibility at trial, or in connection with any motion, hearing or other proceeding, of any information provided.

4. Opposer states that nothing contained in these responses should be construed as an admission relative to the existence or non-existence of any fact and no response is to be considered an admission about the relevance or admissibility of any information contained herein.

5. Opposer hereby objects to each and every request as being vague and ambiguous.

6. Opposer hereby objects to each and every request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. No response contained herein will include such privileged information.

7. Opposer objects to each and every request as seeking information that is not relevant to the proceeding. Opposer further objects that Applicant has failed to show a basis for seeking any of the information including any showing that such admission is likely to lead to the discovery of admissible evidence.

8. Opposer objects to each and every request as being burdensome and oppressive and to the extent the request seeks the summary of information, then Applicant is in the same position as Opposer to create any such summary and if Opposer is required to provide such information, Lemorande should be required to prepare any such summaries from the documents produced.

9. Opposer expressly incorporates this Preliminary Statement into each of the following responses.

RESPONSES

REQUEST FOR ADMISSION NO. 1:

Admit that the Image 10 does not own the exclusive rights to any motion picture entitled "NIGHT OF THE LIVING DEAD".

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Deny

REQUEST FOR ADMISSION NO. 2:

Admit that the Image 10 does not own the exclusive rights to any television shows entitled "NIGHT OF THE LIVING DEAD".

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Deny

REQUEST FOR ADMISSION NO. 3:

Admit that the Image 10 does not own the exclusive rights to any commercial video entitled "NIGHT OF THE LIVING DEAD".

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Deny

REQUEST FOR ADMISSION NO. 4:

Admit that the Image 10 does not own the exclusive rights to any audio program "NIGHT OF THE LIVING DEAD".

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Deny

REQUEST FOR ADMISSION NO. 5:

Admit that the Image 10 does not own the exclusive rights to any video program entitled "NIGHT OF THE LIVING DEAD".

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Deny

REQUEST FOR ADMISSION NO. 6:

Admit that the Image 10 has not produced a motion picture in more than 10 years.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Deny

REQUEST FOR ADMISSION NO. 7:

Admit that the Image 10 has not produced a motion picture in more than 20 years.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Deny

REQUEST FOR ADMISSION NO. 8:

Admit that the Image 10 has not produced a motion picture in more than 40 years.

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

Deny

REQUEST FOR ADMISSION NO. 9:

Admit that the Image 10 has not produced a motion picture in more than 45 years.

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Deny

REQUEST FOR ADMISSION NO. 10:

Admit that Image 10 has not sought Federal Trademark registration, since the film's creation in 1968, prior to 2017.

RESPONSE TO REQUEST FOR ADMISSION NO. 10:

Deny

REQUEST FOR ADMISSION NO. 11:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture so entitled, produced in 2014 and directed by Chad Zuver.

RESPONSE TO REQUEST FOR ADMISSION NO. 11:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 12:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture so entitled, produced in 2013 and directed by Samuel Victor.

RESPONSE TO REQUEST FOR ADMISSION NO. 12:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 13:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled CHILDREN OF THE LIVING DEAD, directed by Tor Ramsey in 2001.

RESPONSE TO REQUEST FOR ADMISSION NO. 13:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 14:

Admit that Image 10 did not authorize or license use of the title, ANOTHER NIGHT OF THE LIVING DEAD, for the motion picture so entitled, produced in 2011 and directed by Alan Smithee.

RESPONSE TO REQUEST FOR ADMISSION NO. 14:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 15:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF THE LIVING DEAD: GENESIS, directed by Matt Cloude in 2017.

RESPONSE TO REQUEST FOR ADMISSION NO. 15:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 16:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF THE LIVING DEAD: Rebirth, directed by Roger Conners in 2017.

RESPONSE TO REQUEST FOR ADMISSION NO. 16:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 17:

Admit that Image 10 did not authorize or license use of the title, HOUSE OF THE LIVING DEAD, for the motion picture entitled NIGHT OF THE LIVING DEAD 3D directed by Ray Austin in 1974.

RESPONSE TO REQUEST FOR ADMISSION NO. 17:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 18:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled OF THE LIVING DEAD directed by Albert Cochran in 2008.

RESPONSE TO REQUEST FOR ADMISSION NO. 18:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 19:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF THE LIVING DEAD: REANIMATED, directed by Mike Schneider in 2009.

RESPONSE TO REQUEST FOR ADMISSION NO. 19:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 20:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF THE LIVING DEAD: REBOOT directed by Lewis Guthrie in 2013.

RESPONSE TO REQUEST FOR ADMISSION NO. 20:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 21:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF THE LIVING DEAD: RESURRECTION directed by James Plumb in 2012.

RESPONSE TO REQUEST FOR ADMISSION NO. 21:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 22:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled OPENING NIGHT OF THE LIVING DEAD, directed by Joshua Dickinson in 2014.

RESPONSE TO REQUEST FOR ADMISSION NO. 22:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 23:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF THE LIVING DEAD: DARKEST DAWN, directed by Zebediah De Soto and Krisztian Majdik in 2015.

RESPONSE TO REQUEST FOR ADMISSION NO. 23:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 24:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NERD OF THE LIVING DEAD directed by Stu Dodge in 2011.

RESPONSE TO REQUEST FOR ADMISSION NO. 24:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 25:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled ONE FOR THE FIRE: THE LEGACY OF NIGHT OF THE LIVING DEAD, directed by Robert Lucas in 2008.

RESPONSE TO REQUEST FOR ADMISSION NO. 25:

Deny

REQUEST FOR ADMISSION NO. 26:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled SEXY NIGHTS OF THE LIVING DEAD, directed by Joe D'Amatz in 1980.

RESPONSE TO REQUEST FOR ADMISSION NO. 26:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 27:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF THE LIVING DEAD 3D: RE-ANIMATION, directed by Jeff Broadstreet in 2012.

RESPONSE TO REQUEST FOR ADMISSION NO. 27:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 28:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled RETURN OF THE LIVING DEAD, directed by Brian Yuzna in 1993.

RESPONSE TO REQUEST FOR ADMISSION NO. 28:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 29:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled RETURN OF THE LIVING DEAD II, directed by Ken Wiederhorn in 1988.

RESPONSE TO REQUEST FOR ADMISSION NO. 29:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 30:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled RETURN OF THE LIVING DEAD, directed by Brian Yuzna in 1993.

RESPONSE TO REQUEST FOR ADMISSION NO. 30:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 31:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD: RAVE TO THE GRAVE, for the motion picture entitled RETURN OF THE LIVING DEAD, directed by Ellory Elkayem in 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 31:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 32:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture entitled NIGHT OF THE LIVING DEAD: NECROPOLIS, directed by Ellory Elkayem in 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 32:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 33:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled PARIS BY NIGHT OF THE LIVING DEAD, directed by Gregory Morin in 2009.

RESPONSE TO REQUEST FOR ADMISSION NO. 33:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 34:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled OPENING NIGHT OF THE LIVING DEAD, directed by Jonathan McDevitt in 2010.

RESPONSE TO REQUEST FOR ADMISSION NO. 34:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 35:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled OPENING NIGHT OF THE LIVING DEAD, directed by Shalena Oxley in 2008.

RESPONSE TO REQUEST FOR ADMISSION NO. 35:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 36:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT OF THE LIVING DEAD, directed by Rich P. Matthews in 2004.

RESPONSE TO REQUEST FOR ADMISSION NO. 36:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 37:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled STRANGE NIGHT OF THE LIVING DEAD, directed by Roman Soni in 2014.

RESPONSE TO REQUEST FOR ADMISSION NO. 37:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 38:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT OF THE LIVING DEAD MEXICANS, directed by Nicholas Humphries in 2008.

RESPONSE TO REQUEST FOR ADMISSION NO. 38:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 39:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT OF THE LIVING DEAD PHONE, produced in 2015.

RESPONSE TO REQUEST FOR ADMISSION NO. 39:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 40:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled MISLEAD: NIGHT OF THE LIVING DEAD, produced in 2011.

RESPONSE TO REQUEST FOR ADMISSION NO. 40:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 41:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT OF THE SO LIVING DEAD GUY, directed by Michael Kesler in 2002.

RESPONSE TO REQUEST FOR ADMISSION NO. 41:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 42:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT OF THE LOVING DEAD, directed by Anna Humphries in 2012.

RESPONSE TO REQUEST FOR ADMISSION NO. 42:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 43:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for the motion picture short entitled NIGHT OF THE LOVING DEAD, directed by Steve Look in 2011.

RESPONSE TO REQUEST FOR ADMISSION NO. 43:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

REQUEST FOR ADMISSION NO. 44:

Admit that Image 10 did not authorize or license use of the title, NIGHT OF THE LIVING DEAD, for any of the following T.V. Episodes:

Night Of The Living Dead 1991 An Actor's Life For Me
Night Of The Living Dead 2007 Crossing Jordan
Night Court Of The Living Dead 1988 Night Court
Night Of The Living Dead Monrovia 2012 Horror Kung-Fu Theatre
Night Of The Living Dead KHIZ 2001 Horror Kung-Fu Theatre
Night Of The Living Dead Dead Bigfoots 1999 Horror Kung-Fu Theatre
Night Of The Living Dead Leprechauns 2004 Horror Kung-Fu Theatre
Night Of The Living Dead Elvises 1991 Horror Kung-Fu Theatre
Dead Of The Living Night 2001 Horror Kung-Fu Theatre
Night Of The Living Dead: Just A Girl 2014 Longbox of the Damned
Night Of The Living Dead Beverly Hills 2002 Horror Kung-Fu Theatre
Night Of The Living Dead: Part 1 2016 Angry Internet Personality

Night Of The Living Dead: Part 1 2012 Survival of the Dumbest
Night Of The Living Dead Reanimated (2009) 2010 The Schlocky Horror Picture Show
Night Of The Living Dead Boyle Heights 2009 Horror Kung-Fu Theatre
Night Of The Living Dead: Part Duxx 2012 Survival of the Dumbest
Night Of The Living Dead Beverly Hills 2002 Horror Kung-Fu Theatre
Night Of The Living Dead: Part 1 2016 Angry Internet Personality
Night Of The Living Dead: Part 1 2012 Survival of the Dumbest
Night Of The Living Dead Elvis's KHIZ 2003 Horror Kung-Fu Theatre
Night Of The Living Dead: Part Duxx 2012 Survival of the Dumbest
Night Of The Living Dead: Part 2 2016 Angry Internet Personality
Night Of The Living Dead Elvis's Diamond Bar 1995 Horror Kung-Fu Theatre
Night Of The Living Dead East Los Angeles 2007 Horror Kung-Fu Theatre
A Night for the Living, a Mourning for the Dead 2012 Blade

RESPONSE TO REQUEST FOR ADMISSION NO. 44:

Opposer lacks sufficient knowledge to admit or deny the request and on that basis denies the request.

Dated: October 11, 2017

Respectfully Submitted,

/fbhatti/

Farah P. Bhatti
Michael Meeks
Attorneys for Opposer
Buchalter
18400 Von Karman Ave., Suite 800
Irvine, CA 92612
949.224.6272 (phone)
949.720.0182 (fax)
trademark@buchalter.com (email)

CERTIFICATE OF SERVICE

Opposer, Image Ten, Inc., hereby certifies that a copy of this NOTICE OF OPPOSITION has been served upon Applicant on this 11th day of October, 2017, by First Class U.S. Mail, postage prepaid, at the following address:

Rusty Ralph Lemorande
245 N. Crescent Hts, Blvd. #B
Los Angeles, California 90046

/fbhatti/

Attorney for Opposer

EXHIBIT E

Generated on: This page was generated by TSDR on 2020-03-09 14:22:06 EDT

Mark: NIGHT OF THE LIVING DEAD

Night Of The Living Dead

US Serial Number: 87090468

Application Filing Date: Jun. 30, 2016

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/APPLICATION/Opposition Pending

The pending trademark application has been examined by the Office and was published for opposition, at which time one or more oppositions were filed but they have not yet been decided.

Status: An opposition after publication is pending at the Trademark Trial and Appeal Board. For further information, see TTABVue on the Trademark Trial and Appeal Board web page.

Status Date: Mar. 29, 2017

Publication Date: Nov. 29, 2016

Mark Information

Mark Literal Elements: NIGHT OF THE LIVING DEAD

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Motion picture film production

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No

Currently Use: No

Filed ITU: Yes

Currently ITU: Yes

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: Lemorande, Rusty Ralph

Owner Address: 1245 N. Crescent Hts. Blvd #B, b
LOS ANGELES, CALIFORNIA UNITED STATES 90046

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Attorney/Correspondence Information

Attorney of Record - None

Correspondent

Correspondent Name/Address: RUSTY LEMORANDE
1245 NORTH CRESCENT HEIGHTS BLVD #B
LOS ANGELES, CALIFORNIA UNITED STATES 90046

Phone: 323 309 6146

Fax: 3233096146

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Feb. 26, 2019	PETITION TO DIRECTOR DENIED	80807
Feb. 20, 2019	ASSIGNED TO PETITION STAFF	79053
Feb. 11, 2019	TEAS PETITION TO DIRECTOR RECEIVED	1111
Mar. 29, 2017	OPPOSITION INSTITUTED NO. 999999	233690
Dec. 28, 2016	EXTENSION OF TIME TO OPPOSE RECEIVED	
Nov. 29, 2016	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Nov. 29, 2016	PUBLISHED FOR OPPOSITION	
Nov. 09, 2016	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Oct. 14, 2016	APPROVED FOR PUB - PRINCIPAL REGISTER	
Oct. 09, 2016	ASSIGNED TO EXAMINER	72152
Jul. 06, 2016	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Jul. 04, 2016	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information

TM Attorney: OH, WON TEAK

Law Office Assigned: LAW OFFICE 114

File Location

Current Location: TMO LAW OFFICE 100 - MANAGING ATTORNEY

Date in Location: Mar. 07, 2019

Proceedings

Summary

Number of Proceedings: 2

Type of Proceeding: Opposition

Proceeding Number: [91233690](#)

Filing Date: Mar 29, 2017

Status: Suspended

Status Date: Jun 20, 2019

Interlocutory Attorney: SHANNA K SANDERS

Defendant

Name: Rusty Ralph Lemorande

Correspondent Address: RUSTY LEMORANDE
1245 NORTH CRESCENT HEIGHTS BLVD #B
LOS ANGELES CA UNITED STATES , 90046

Correspondent e-mail: lemorande@gmail.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
NIGHT OF THE LIVING DEAD	Opposition Pending	87090468	

Plaintiff(s)

Name: Image Ten, Inc.

Correspondent Address: CECILIA DICKSON
THE WEBB LAW FIRM PC
420 FT DUQUESNE BLVD SUITE 1200
PITTSBURGH PA UNITED STATES , 15222

Correspondent e-mail: cdickson@webblaw.com , csherwin@webblaw.com , trademarks@webblaw.com , gvalada@webblaw.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
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NIGHT OF THE LIVING DEAD

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Mar 29, 2017	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Mar 29, 2017	May 08, 2017
3	PENDING, INSTITUTED	Mar 29, 2017	
4	ANSWER	May 08, 2017	
5	D MOT TO COMPEL DISCOVERY	Dec 04, 2017	
6	D MOT TO COMPEL DISCOVERY	Dec 04, 2017	
7	D MOT TO COMPEL DISCOVERY	Dec 04, 2017	
8	D MOT TO ALLOW TIME FOR DEPOSITIONS	Dec 04, 2017	
9	SUSP PEND DISP OF OUTSTNDNG MOT	Dec 14, 2017	
10	P OPP/RESP TO MOTION	Dec 22, 2017	
11	D PETITION TO DIRECTOR	Jan 16, 2018	
12	PROCEEDINGS RESUMED	Feb 08, 2018	
13	PETITON TO DIRECTOR DISMISSED	Mar 01, 2018	
14	D MOT TO COMPEL DISCOVERY	Mar 16, 2018	
15	P OPP/RESP TO MOTION	Mar 26, 2018	
16	P MOT FOR SUMMARY JUDGMENT	Mar 27, 2018	
17	D OPP/RESP TO MOTION	Mar 28, 2018	
18	SUSP PEND DISP OF OUTSTNDNG MOT	Apr 13, 2018	
19	PROCEEDINGS RESUMED	Jul 23, 2018	
20	D MOT TO COMPEL DISCOVERY	Sep 18, 2018	
21	SUSP PEND DISP OF OUTSTNDNG MOT	Oct 03, 2018	
22	P OPP/RESP TO MOTION	Oct 09, 2018	
23	D REPLY IN SUPPORT OF MOTION	Oct 24, 2018	
24	D MOT FOR DEFAULT JGT ON COUNTERCLAIM	Nov 23, 2018	
25	P OPP/RESP TO MOTION	Dec 11, 2018	
26	D RESPONSE	Dec 22, 2018	
27	RESPONSE DUE	Jan 15, 2019	
28	P REQ TO W/DRAW AS ATTORNEY	Jan 28, 2019	
29	P APPEARANCE / POWER OF ATTORNEY	Jan 28, 2019	
30	PROCEEDINGS RESUMED	Feb 12, 2019	
31	D PETITION TO DIRECTOR	Feb 11, 2019	
32	D PETITION TO DIRECTOR	Feb 13, 2019	
33	SUSPENDED	Feb 15, 2019	
34	PETITION TO DIRECTOR DENIED	Feb 26, 2019	
35	PROCEEDINGS RESUMED	Feb 28, 2019	
36	D MOT FOR EXT	Mar 07, 2019	
37	EXTENSION OF TIME GRANTED	Mar 21, 2019	
38	P MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Jun 19, 2019	
39	SUSPENDED	Jun 20, 2019	

40	P MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Jul 23, 2019
41	SUSPENDED	Jul 25, 2019
42	P MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Aug 16, 2019
43	SUSPENDED	Aug 17, 2019
44	P MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Sep 18, 2019
45	SUSPENDED	Sep 26, 2019
46	P MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Oct 23, 2019
47	SUSPENDED	Nov 05, 2019
48	P MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Nov 21, 2019
49	SUSPENDED	Dec 07, 2019
50	P MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS	Dec 23, 2019
51	SUSPENDED	Jan 17, 2020
52	D MOT FOR SUMMARY JUDGMENT	Feb 07, 2020
53	P MOT TO STRIKE	Feb 07, 2020
54	D OPP/RESP TO MOTION	Feb 18, 2020

Type of Proceeding: Extension of Time

Proceeding Number: [87090468](#)

Filing Date: Dec 28, 2016

Status: Terminated

Status Date: Mar 29, 2017

Interlocutory Attorney:

Defendant

Name: Lemorande, Rusty Ralph

Correspondent Address: LEMORANDE, RUSTY RALPH
1245 N. CRESCENT HTS. BLVD #B, B
LOS ANGELES CA , 90046

Correspondent e-mail: lemorande@gmail.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
NIGHT OF THE LIVING DEAD	Opposition Pending	87090468	

Potential Opposer(s)

Name: Image Ten, Inc.

Correspondent Address: Cecilia R. Dickson
The Webb Law Firm
420 Ft. Duquesne Blvd., Suite 1200
Pittsburgh PA UNITED STATES , 15222

Correspondent e-mail: cdickson@webblaw.com , csherwin@webblaw.com , npassaretti@webblaw.com , trademarks@webblaw.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
------	--------------------	---------------	---------------------

Name: Spherewerx, LLC

Correspondent Address: Joseph A. Sena
Spherewerx, LLC
56-03 203rd Street
Oakland Gardens NY UNITED STATES , 11364

Correspondent e-mail: joe@fourthcastle.com

Name: Living Dead Media LLC

Correspondent Address: Jason Zedeck
Law Office of Jason Zedeck
P.O. Box 35210
Los Angeles CA UNITED STATES , 90035-0210

Correspondent e-mail: jason@zedecklaw.com

Name: Night of the Living Dead LLC

Correspondent Cecilia R. Dickson

Address: The Webb Law Firm
420 Ft. Duquesne Blvd., Suite 1200
Pittsburgh PA UNITED STATES , 15222

Correspondent e-mail: cdickson@webblaw.com , csherwin@webblaw.com , npassaretti@webblaw.com , trademarks@webblaw.com

Prosecution History

Entry Number	History Text	Date	Due Date
1	INCOMING - EXT TIME TO OPPOSE FILED	Dec 28, 2016	
2	EXTENSION OF TIME GRANTED	Dec 28, 2016	
3	INCOMING - EXT TIME TO OPPOSE FILED	Dec 29, 2016	
4	EXTENSION OF TIME GRANTED	Dec 29, 2016	
5	INCOMING - EXT TIME TO OPPOSE FILED	Dec 29, 2016	
6	EXTENSION OF TIME GRANTED	Dec 29, 2016	
7	INCOMING - EXT TIME TO OPPOSE FILED	Dec 29, 2016	
8	EXTENSION OF TIME GRANTED	Dec 29, 2016	
9	INCOMING - EXT TIME TO OPPOSE FILED	Jan 23, 2017	
10	EXTENSION OF TIME GRANTED	Jan 23, 2017	
11	INCOMING - EXT TIME TO OPPOSE FILED	Jan 26, 2017	
12	EXTENSION OF TIME GRANTED	Jan 26, 2017	

EXHIBIT F

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

IMAGE TEN, INC.,)	Opposition No.: 91233690
)	
Opposer,)	Application No.: 87/090,468
)	
v.)	Mark: NIGHT OF THE LIVING DEAD
)	
RUSTY RALPH LEMORANDE,)	Filed: June 30, 2016
)	
Applicant.)	
)	

AFFIDAVIT OF MR. JAMES N. CIRRONELLA JR.

I, Mr. James N. Cirronella Jr., of legal age, a citizen of the State of New Jersey, United States, with an office address at 60 Genesee Avenue, Teaneck, NJ, United States of America, after having been duly sworn to in accordance with the law, and subject to the right of the Applicant, Mr. Rusty Lemorande to take and bear the expense of cross-examination pursuant to 37 C.F.R. § 2.123(a)(1), depose and say that:

1. I am a director of Opposer, Image Ten, Inc., a corporation organized under and governed by the laws of the Commonwealth of Pennsylvania, having an address at 361 Prospect Road, Evans City, Pennsylvania (hereinafter referred to collectively as “Image Ten”).

2. I have been a director of Image Ten for more than 1-1/2 years, beginning in July of 2018, and have served in my current position since October of 2018. I am very familiar with Image Ten’s operations, products, services, contracts, and intellectual property portfolio, including trademarks, copyrights, and other intellectual property. I have access to and am familiar with Image Ten’s matters in relation to the sales, advertising, and promotion of its products and services in the United States and throughout the world.

3. I am authorized to prepare this Affidavit on behalf of Image Ten. I am executing this Affidavit based on information, documents, and records available to me in my position and produced in this opposition proceeding, as well as my own personal knowledge.

4. Image Ten has, since at least 1968, cultivated one of popular culture's most recognizable movie properties, *Night of the Living Dead*. From its creation of the modern zombie movie genre, to producing motion pictures, to developing, marketing, and selling related merchandise, to hosting conventions and performing other services, Image Ten continues to create and foster new entertainment-related experiences dedicated to one of the world's most popular horror movies. Through the contributions of Mr. George Romero, Mr. Russ Streiner, Mr. Gary Streiner, and others, the NIGHT OF THE LIVING DEAD mark has gained worldwide recognition. Due to this worldwide recognition, and although the general public may not recognize the name "Image Ten", Image Ten is often colloquially referred to as or understood to be "the Night of the Living Dead company", and Image Ten has utilized the NIGHT OF THE LIVING DEAD mark, which was derived from the title of the 1968 movie, in all of its ongoing endeavors relating to various products and services.

5. The products and services offered by Image Ten have been and continue to be marketed under NIGHT OF THE LIVING DEAD™. This trademark has been in use since at least as early as 1968 for a variety of different goods and services, including, without limitation, film conventions, film production, clothing, publications, toys, and memorabilia, among other items, and in any event, certainly before Mr. Lemorande filed his application to register NIGHT OF THE LIVING DEAD. Thus, while we are proud of our long-standing heritage and use of NIGHT OF THE LIVING DEAD for more than 50 years, for purposes of this opposition, we can

attest that we have used this trademark consistently before Mr. Lemorande filed his pending application.

6. Image Ten is the owner of U.S. Federal Trademark Registration No. 3,686,876 (NIGHT OF THE LIVING DEAD), and U.S. Federal Trademark Application No. 87/317,966 (NIGHT OF THE LIVING DEAD). In addition to the rights identified in this registration and pending application, Image Ten has long-standing common law rights in NIGHT OF THE LIVING DEAD™. True and correct copies of each of the electronic database records of the United States Patent and Trademark Registration and Application listed above showing the current status and title of each of these registration and application are attached hereto as Exhibit A. This registration is currently in effect, and, to my knowledge, this registration lists the correct dates of first use and first use in commerce of the respective mark in association with the enumerated goods. The pending application likewise lists goods and services for which Image Ten would like to formalize its common law rights.

7. Image Ten has expended considerable time, money, and effort in the development, preparation, advertisement, promotion, and sale of goods and services under the NIGHT OF THE LIVING DEAD mark throughout the United States, including, but not limited to, motion picture production services. Image Ten has produced documentaries concerning the Making of *The Night of The Living Dead* in or about 2007 and 2017. Image Ten directors and shareholders, and Night of the Living Dead cast and crew members, participated in the documentaries concerning the making of Night of The Living Dead that were produced by the Criterion Collection for publication in February 2018.

8. Image Ten, since at least as early as 2014, has diligently worked to advertise, collaborate and ultimately license its film clips under the NIGHT OF THE LIVING

DEAD mark to third parties producing their own motion picture and television programs. Image Ten has advertised and marketed, under the NIGHT OF THE LIVING DEAD mark, licenses for the use of film clips from the 1968 *Night of the Living Dead* film. Image Ten has attended numerous conventions and licensing expos to offer third party film production companies copies of its film clips in new motion pictures. Evidence depicting an example of Image Ten's advertising efforts at these conventions and expos is attached as Exhibit B.

9. Image Ten has also produced a remastered edition of the 1968 *Night of the Living Dead* film. At least as early as June 2016, Image Ten partnered with the Museum of Modern Art and negotiated an agreement such that they would assist in remastering the 1968 *Night of the Living Dead* film to restore the original film and amend and introduce improved video and new audio. An agreement was finalized and signed with the Museum of Modern Art on October 14, 2016. After several months of restoration and collaboration, the official remastered version of the *Night of the Living Dead* film was published on November 5, 2016. Upon publication, Image Ten hosted several theatrical screenings of the film, including Q&A sessions to discuss the original filmmaking process and the restoration process.

10. Image Ten has used its NIGHT OF THE LIVING DEAD mark in and has received revenue from its continuing activities relating to the 1968 *Night of the Living Dead* movie, including, without limitation, grants and licenses for use of film clips for motion picture production, arranging appearances of movie talent, organizing and arranging festivals, gatherings and showings, and licensing, manufacturing and selling products and merchandise relating to the 1968 *Night of the Living Dead* movie, including, without limitation, figurines, t-shirts, pins, clothing and the like. Many, if not all, of these products and merchandise are incidental to the

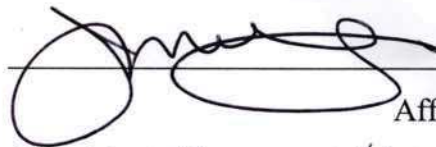
production of a motion picture. These products and merchandise are typically developed and sold in conjunction with the production and release of a motion picture.

11. Allowing the registration of any mark which is the same or similar to the NIGHT OF THE LIVING DEAD mark and/or which contains a predominate element of the NIGHT OF THE LIVING DEAD mark by any other entity in association with movie production services will certainly cause irreparable damage, confusion to the public, and dilute and erode the distinctiveness and goodwill that Image Ten's mark has already obtained through continuous use, extensive advertisement and industry promotions. Any failure by Image Ten to protect the NIGHT OF THE LIVING DEAD mark could diminish the value and effectiveness of its past and future marketing efforts and will cause customer confusion.

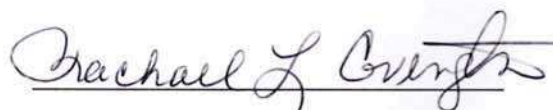
12. Moreover, allowing registration of Applicant's NIGHT OF THE LIVING DEAD mark would allow Applicant to obtain an undue benefit by riding on the popularity, fame, and reputation that Image Ten enjoys, and that was built by Image Ten over the years through continued advertising, convention attendance, fan interactions, and enforcement of quality control standards for merchandising and services.

13. This Affidavit is a complete representation of the facts to which I am swearing.

I hereby affix my signature this 6th day of March, 2020 at Bergen County, N.J.


Affiant

SUBSCRIBED and sworn to before me, a Notary Public, this 6th day of March, 2020
at Bergen County N.J.


Notary Public

RACHAEL L. COVINGTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/6/2023 5

EXHIBIT A

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Mark: NIGHT OF THE LIVING DEAD

Night of The Living Dead

US Serial Number: 77399334

Application Filing Date: Feb. 18, 2008

US Registration Number: 3686876

Registration Date: Sep. 22, 2009

Register: Principal

Mark Type: Trademark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: A Section 8 declaration has been accepted.

Status Date: Aug. 06, 2015

Publication Date: Jul. 08, 2008

Notice of Allowance Date: Sep. 30, 2008

Mark Information

Mark Literal Elements: NIGHT OF THE LIVING DEAD

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: T-shirts

International Class(es): 025 - Primary Class

U.S Class(es): 022, 039

Class Status: ACTIVE

Basis: 1(a)

First Use: Oct. 31, 2008

Use in Commerce: Oct. 31, 2008

For: Action figures and accessories therefor

International Class(es): 028 - Primary Class

U.S Class(es): 022, 023, 038, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: Oct. 31, 2008

Use in Commerce: Oct. 31, 2008

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Filed ITU: Yes

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: IMAGE TEN, INC.

Owner Address: 216 EUCLID AVENUE
GLASSPORT, PENNSYLVANIA UNITED STATES 15045

Legal Entity Type: CORPORATION

State or Country PENNSYLVANIA
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Paul Barlow

Attorney Primary Email Address: paulbarlowesq@aol.com

Attorney Email Authorized: No

Correspondent

Correspondent Name/Address: SphereWerx, LLC
56-03 203rd Street
Oakland Gardens, NY, NEW YORK UNITED STATES 11364

Phone: 718.810.6501

Fax: 631.465.9133

Correspondent e-mail: joe@fourthcastle.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Sep. 22, 2018	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
May 17, 2017	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Aug. 06, 2015	NOTICE OF ACCEPTANCE OF SEC. 8 - E-MAILED	
Aug. 06, 2015	REGISTERED - SEC. 8 (6-YR) ACCEPTED	68335
Aug. 06, 2015	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	68335
Jul. 05, 2015	TEAS SECTION 8 RECEIVED	
Jul. 05, 2015	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Sep. 22, 2009	REGISTERED-PRINCIPAL REGISTER	
Aug. 20, 2009	LAW OFFICE REGISTRATION REVIEW COMPLETED	66213
Aug. 19, 2009	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Jul. 20, 2009	TEAS/EMAIL CORRESPONDENCE ENTERED	66213
Jul. 20, 2009	CORRESPONDENCE RECEIVED IN LAW OFFICE	66213
Jul. 17, 2009	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jan. 23, 2009	NOTIFICATION OF NON-FINAL ACTION E-MAILED	
Jan. 23, 2009	NON-FINAL ACTION E-MAILED	
Jan. 23, 2009	SU - NON-FINAL ACTION - WRITTEN	77764
Jan. 08, 2009	STATEMENT OF USE PROCESSING COMPLETE	76569
Dec. 18, 2008	USE AMENDMENT FILED	76569
Jan. 08, 2009	CASE ASSIGNED TO INTENT TO USE PARALEGAL	76569
Dec. 18, 2008	TEAS STATEMENT OF USE RECEIVED	
Sep. 30, 2008	NOA MAILED - SOU REQUIRED FROM APPLICANT	
Jul. 08, 2008	PUBLISHED FOR OPPOSITION	
Jun. 18, 2008	NOTICE OF PUBLICATION	
May 31, 2008	LAW OFFICE PUBLICATION REVIEW COMPLETED	66213
May 31, 2008	ASSIGNED TO LIE	66213
May 30, 2008	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 29, 2008	ASSIGNED TO EXAMINER	77764

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: TMO LAW OFFICE 117

Date in Location: Aug. 06, 2015

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: SphereWerx, LLC

Assignment 1 of 1

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [6052/0078](#)

Pages: 2

Date Recorded: May 03, 2017

Supporting Documents: [assignment-tm-6052-0078.pdf](#)

Assignor

Name: [SPHEREWERX, LLC](#)

Execution Date: May 03, 2017

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: NEW YORK

Assignee

Name: [IMAGE TEN, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: PENNSYLVANIA

Address: 216 EUCLID AVENUE
GLASSPORT, PENNSYLVANIA 15045

Correspondent

Correspondent Name: FARAH P. BHATTI

Correspondent Address: 18400 VON KARMAN AVE., SUITE 800
IRVINE, CA 92612

Domestic Representative - Not Found

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Mark: NIGHT OF THE LIVING DEAD

NIGHT OF THE LIVING DEAD

US Serial Number: 87317966

Application Filing Date: Jan. 30, 2017

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status Descriptor:



LIVE/APPLICATION/Under Examination

The trademark application has been accepted by the Office (has met the minimum filing requirements) and that this application has been assigned to an examiner.

Status: Suspension check completed. Application remains suspended.

Status Date: Oct. 24, 2019

Mark Information

Mark Literal Elements: NIGHT OF THE LIVING DEAD

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Action figures and accessories therefor; collectibles; figurines made of porcelain; glass, plastic, or earthenware; statues; lunch boxes; model kits; toys; play sets; trading cards; puzzles; board games; dolls; masks; costumes; toy weapons; toy guns; make-up kits; face paint kits; fake blood; prosthetics; t-shirts; short-sleeve shirts; long-sleeve shirts; hooded sweatshirts; sweatshirts; sweatpants; hats; tossle caps; ponchos; jackets; sunglasses; eye glasses; dresses; shoes; coats; gloves; scarves; leggings; jeans; underwear; lingerie; socks; belts; boots; keychains; magnets; necklaces; earrings; bracelets; pins; lanyards; cufflinks; tie-pins; watches; umbrellas; aprons; paintings; posters; books; coloring and activity books; comic books; graphic novels; magazines; newsletters; bumper stickers; bumper decals; paper pennants; greeting cards; pictorial prints; postcards; stationary; photo albums; scrapbook albums; wrapping paper; playing cards; paper napkins; paper party hats; paper party invitations; paper gift bags; paper decorations; non-downloadable publications; downloadable publications; motion picture screenplays; stage play scripts; story adaptation publications; still photos; framed pictures; banners; flags; bed sheets; comforters; pillow cases; blankets; rugs; pillows; sleeping bags; lamps; stickers; decals; patches; fabric flags and pennants; balloons; plush toys; stuffed animals; golf bags; golf club covers; bowling bags; Christmas tree ornaments; windsocks; kites; backpacks; satchel bags; messenger bags; purses; hand bags; wallets; pencils; pens; folders; binders; notebooks; writing pads; journals; calendars; day planners; cell phone cases; coin operated video games; arcade type electronic games; pinball machines; computer game software for gaming machines, namely, slot machines and video lottery terminals; computer game software for use on mobile and cellular phones; computer game programs; computer game software for personal computers and home video game consoles; contact lenses; video and computer game programs; computer game software for use with personal computers; home video game consoles used with televisions and arcade-based video game consoles; digital media, namely, streamed movies and television shows; DVDs featuring movies or television shows; Blu-ray disks featuring movies or television shows; computer or cell phone applications including movies, television shows, video games, and trivia; drinking glasses; pitchers for beer; plates; dinnerware; water bottles; coffee mugs; candy; breakfast cereals; chewing gum; snacks; drinks; lighters for smokers; ashtrays

International Class(es): 028 - Primary Class

U.S Class(es): 022, 023, 038, 050

Class Status: ACTIVE

Basis: 1(b)

For: Entertainment services, namely, development, creation, production, distribution, and post-production of movies, television shows, web series, podcasts, and documentaries; theatrical film presentation services; organizing, arranging, and hosting film conventions, toy conventions, festivals, competitions, races, and pop culture conventions; move and television show video-on-demand services; toys,

collectibles, and memorabilia development and production services; marketing services for all types of merchandise for others

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No

Currently Use: No

Filed ITU: Yes

Currently ITU: Yes

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: IMAGE TEN, INC.

Owner Address: 216 EUCLID AVENUE
GLASSPORT, PENNSYLVANIA UNITED STATES 15045

Legal Entity Type: CORPORATION

State or Country Where Organized: PENNSYLVANIA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Cecilia R. Dickson

Docket Number: 8159-1700590

Attorney Primary Email Address: trademarks@webblaw.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Cecilia R. Dickson
The Webb Law Firm
420 Fort Duquesne Boulevard, Suite 1200
One Gateway Center
Pittsburgh, PENNSYLVANIA UNITED STATES 15222

Phone: 412-471-8815

Fax: 412-471-4094

Correspondent e-mail: trademarks@webblaw.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Oct. 24, 2019	REPORT COMPLETED SUSPENSION CHECK CASE STILL SUSPENDED	
Oct. 16, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Oct. 16, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Apr. 24, 2019	REPORT COMPLETED SUSPENSION CHECK CASE STILL SUSPENDED	
Oct. 24, 2018	REPORT COMPLETED SUSPENSION CHECK CASE STILL SUSPENDED	
Apr. 24, 2018	REPORT COMPLETED SUSPENSION CHECK CASE STILL SUSPENDED	
Oct. 23, 2017	NOTIFICATION OF LETTER OF SUSPENSION E-MAILED	6332
Oct. 23, 2017	LETTER OF SUSPENSION E-MAILED	6332
Oct. 23, 2017	SUSPENSION LETTER WRITTEN	90291
Oct. 20, 2017	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
Oct. 19, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
Oct. 19, 2017	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jul. 28, 2017	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jul. 28, 2017	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	

May 10, 2017	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Apr. 27, 2017	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Apr. 27, 2017	NON-FINAL ACTION E-MAILED	6325
Apr. 27, 2017	NON-FINAL ACTION WRITTEN	90291
Apr. 25, 2017	ASSIGNED TO EXAMINER	90291
Feb. 02, 2017	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Feb. 02, 2017	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information

TM Attorney: BAL, KAMAL SINGH

Law Office Assigned: LAW OFFICE 119

File Location

Current Location: TMO LAW OFFICE 119 - EXAMINING ATTORNEY ASSIGNED

Date in Location: Mar. 02, 2020

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Applicant: Night of the Living Dead LLC

Assignment 1 of 1

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [6046/0139](#)

Pages: 2

Date Recorded: May 01, 2017

Supporting Documents: [assignment-tm-6046-0139.pdf](#)

Assignor

Name: [NIGHT OF THE LIVING DEAD LLC](#)

Execution Date: Apr. 27, 2017

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: PENNSYLVANIA

Assignee

Name: [IMAGE TEN, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: PENNSYLVANIA

Address: 216 EUCLID AVENUE
GLASSPORT, PENNSYLVANIA 15045

Correspondent

Correspondent Name: FARAH P. BHATTI

Correspondent Address: 18400 VON KARMAN AVE., SUITE 800
IRVINE, CA 92612

Domestic Representative - Not Found

EXHIBIT B

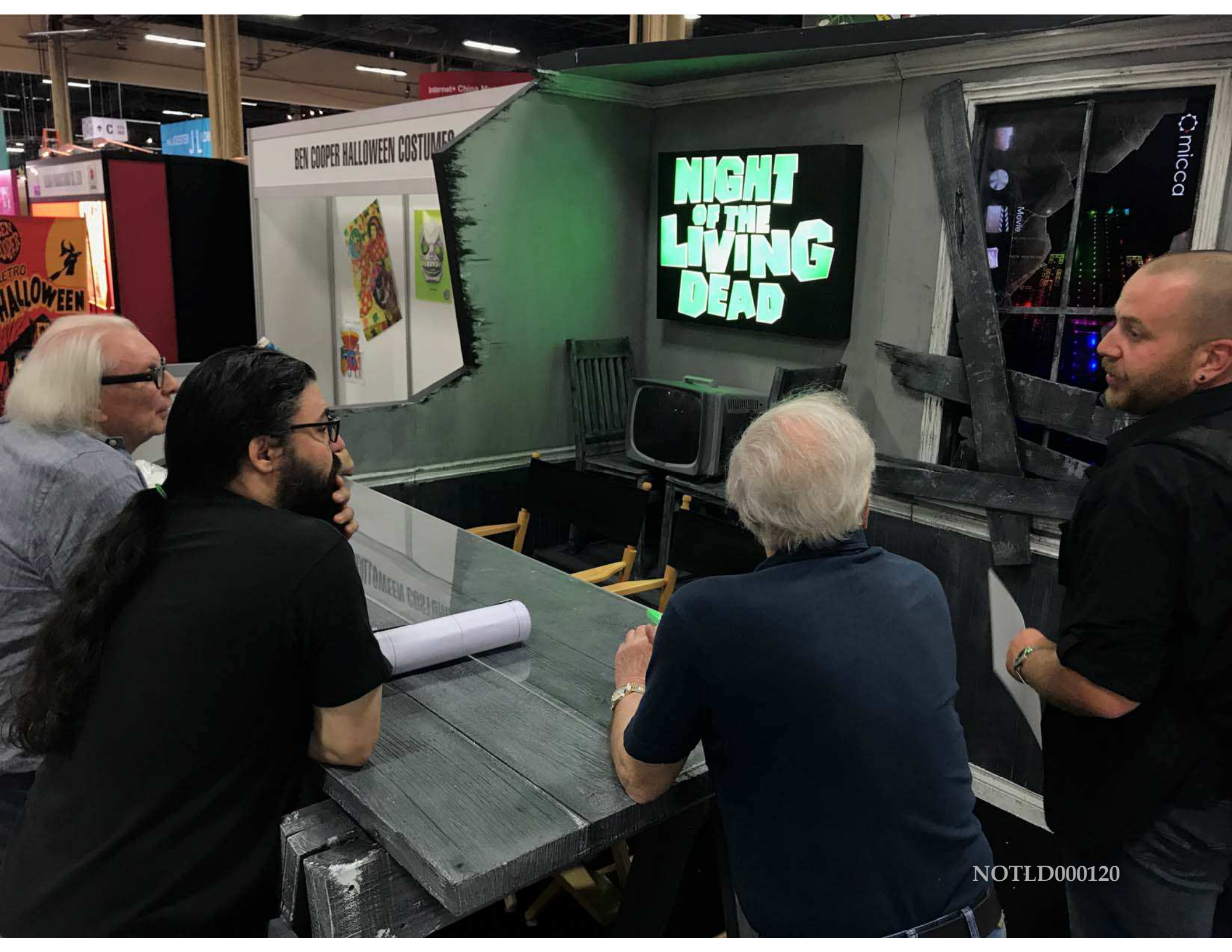
PER HALLOWEEN COSTUMES



NIGHT
OF THE
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Omica

NOTLD000119



BEN COOPER HALLOWEEN COSTUMES

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OF THE
LIVING
DEAD

micca

NOTLD000120

NIGHT OF THE LIVING DEAD



NOTLD000121

LICENSING EXPO 2017 PART OF LICENSING WEEK MAY 22-25



RAMONA
STREINER
IMAGE TEN
LOS ANGELES, CA
EXHIBITOR



NOTLD000123

EXHIBIT G

AGREEMENT

This agreement ("Agreement") is entered into as of the 14th day of October, 2016 by and between Image Ten, Inc. ("Donor") and The Museum of Modern Art ("MoMA" or the "Museum") with respect to the following facts:

WHEREAS, the Museum is a not-for-profit education corporation organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Museum acknowledges that Donor includes renowned filmmakers, who have created a number of highly significant motion pictures on film, including *Night of the Living Dead* (the "Film"); and

WHEREAS, Donor wishes to donate certain materials embodying the Film, as specified herein, and the Museum wishes to accept such materials, to the Museum's permanent collection; and

WHEREAS, the Film, as embodied in the afore-mentioned materials, is in need of preservation; and

WHEREAS, the Museum is highly skilled in the preservation of motion pictures, and has expressed a desire to preserve the Film; exhibit it in preserved form from time to time at the Museum's premises; and permit its study and scholarship in the future;

NOW THEREFORE, the parties agree as follows:

1. Donor hereby donates to the Museum, its successors and assigns all right, title and interest in and to the physical materials embodying the Film set forth on Exhibit "A", attached hereto and incorporated herein by this reference (collectively, the "Materials"). The Museum acknowledges receipt of the Materials.

2. The Museum hereby accepts the donation of the Materials, and agrees to maintain all such Materials in the best available archival conditions technologically available.

3. The Museum and the Donor acknowledge and agree that the Materials are being donated to the Museum for the purposes of (a) preserving the Film; (b) exhibiting preserved viewing copies of the Film from time to time at the Museum's premises; (c) making loan copies available to other institutions once the Film is preserved; and (d) permitting study and scholarship of the Film.

4. The Museum agrees to undertake, at its own expense, digital and/or photochemical preservation of the Film, as well as the creation of 35mm prints of the preserved Film, using the best available elements from the Film (including the Materials), as well as other materials as may be available to the Museum (collectively, the "Preservation Copies"). The Museum will consult with the Donor on the preservation process.

5. Museum will use good faith efforts to identify sources of and secure funding for the restoration of the Film and the creation of the Preservation Copies. The parties acknowledge that the Museum has secured funding for the preservation of the Film.

6. Upon the creation the Preservation Copies, the Museum agrees to maintain such Preservation Copies in the best available archival conditions then technologically available. The Museum reserves the right to make duplicate materials from the Materials if it finds it necessary in order to continue their proper preservation. The uses to which these duplicates will be put will conform entirely to this Agreement. In order to facilitate long-term preservation of the Film, the Museum will have the right, as may be necessary, as determined in the Museum's sole discretion, to migrate the Materials and/or Preservation Copies to updated technological formats. The timing of the preservation of the Film shall be determined by the Museum in its sole and exclusive discretion. Notwithstanding the foregoing and anything set forth to the contrary herein, the creation by the Museum of the Preservation Copies will be subject to and conditioned upon the Museum obtaining adequate funding for such preservation.

7. Following completion of the preservation of the Film hereunder and the creation of the Preservation Copies, the Museum shall provide Donor with (i) two (2) 35mm prints of the Film from the Preservation Copies, (ii) a 4K digital master of the Film from the Preservation Copies, and (iii) a 4K digital master of the raw scan from the original Film negative.

8. Following the restoration of the Film hereunder, Donor will credit, and will instruct any and all third party licensees, assignees and/or successors to credit, MoMA and its sponsors of the restoration of the Film, any time the Film is shown or otherwise distributed (including, for example and without limitation, on any blu-ray DVD release of the Film), as well as on related marketing, advertising, and publicity materials. The wording of such credit shall be: "This film was restored by The Museum of Modern Art with funding provided by The Film Foundation and the George Lucas Family Foundation." The size, layout, position and design of all credits must be approved by MoMA in advance. For the avoidance of doubt, the credit obligations set forth in this Section 8 are deemed material.

9. The Museum will have the exclusive right to host the worldwide premiere of the restored Film on MoMA's premises on a date to be determined by MoMA in its sole discretion (the "Premiere"), provided that MoMA will host such Premiere within a reasonable time following the completion of the restoration of the Film hereunder.

10. MoMA will plan and initiate all promotion and publicity for the Premiere, the amount and extent of which shall be in its sole discretion. The parties will consult with each other on any press releases, if any, relating to the restoration of the Film and/or any future collaborations between the parties hereto relating to the Film, if any. Any use by Donor of MoMA's name, logo or trademarks will be subject to MoMA's prior written approval in each case.

11. The Museum may elect, in its sole and exclusive discretion, on terms determined in its sole and exclusive discretion, to lend the Preservation Copies and/or exhibition copies of the Materials to any other person or entity as determined by MoMA in its sole and exclusive discretion, provided that such other persons or entities shall be responsible for clearing any necessary rights (if any) with the Donor and any other third parties, as directed by the Donor. MoMA shall not be responsible for the failure of any third party borrower to properly clear rights.

12. Any enhancements to the Film made by MoMA in the course of the preservation effort undertaken hereunder, including by MoMA's agents, affiliates and employees, shall be the sole and exclusive property of the Donor ("Film Enhancements"). MoMA agrees that the Film Enhancements, to the extent they are copyrightable, will be developed as a "work made for hire" under the Copyright Act. Further, to the extent that the Film Enhancements are not considered a "work made for hire" as that term is defined in the Copyright Act, MoMA hereby conveys and assigns the Film Enhancements to the Donor, including any copyrighted or copyrightable materials and any other intellectual property rights contained therein in the United States and all foreign countries, and all renewals and/or extensions thereof. MoMA further agrees to execute all reasonable documents, applications, and papers, if so requested by the Donor, in order to apply for and enforce any registration or application for intellectual property protection in the United States and throughout the world, including, but not limited to, any registration with the United States Copyright Office or any other entity or association.

13. The Museum shall have the perpetual, irrevocable right (but not the obligation) to screen the Film publicly on its premises at any time without the imposition of a fee (other than a general admission fee which may be charged for entry to the Museum), and to make the Film and the Materials available for scholarly research and study on its premises.

14. The Museum may, in its sole and exclusive discretion, grant the Donor, upon Donor's request, access to the Materials and the Preservation Copies.

15. Donor affirms that a) Donor has good and complete right, title, and interest in and to the Materials; b) Donor has full legal right and authority to give, transfer and assign its right, title and interest in and to the Materials and to grant the licenses to MoMA that are granted hereunder; c) the subject of this gift is free and clear of all encumbrances and

restrictions; d) the Materials do not infringe on the rights of any person or entity, including trademark, copyright, privacy and publicity rights; and e) the Materials have not been imported or exported into or from any country contrary to its laws.

16. Donor will indemnify, defend and hold the Museum harmless from any and all demands, claims, suits, judgments, obligations, damages, losses or other liability (including all attorneys fees and other costs, fees and expenses) suffered or incurred by, or asserted or alleged against, the Museum arising by reason of or in connection with Donor's breach, falsity or inaccuracy in any representation or warranty contained in this Agreement.

17. The Museum shall publicly acknowledge the donation of the Materials as follows: "Gift of Image Ten, Inc."

18. This Agreement represents the complete understanding of the parties concerning the subject matter it addresses, and supersedes any prior understandings about the subject matter, whether written or oral.

19. This Agreement is not intended to create an association, agency, joint venture, or partnership between the parties, or to impose any partnership liability upon either party and each party hereby disclaims any such liability.

20. This Agreement and all matters relating to it shall be governed by the laws of the County and State of New York. This Agreement shall inure to the benefit of, and shall be binding upon, the successors, heirs, executors and administrators of the parties hereto. Any dispute arising hereunder shall be resolved in the courts of the County and State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Image Ten, Inc.

By: 
Its: 

The Museum of Modern Art

By: 
Its: 

EXHIBIT H

LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 10th day of August, 2006, by and between AVATAR PRESS, INC., located at 515 N. Century Blvd, Rantoul, Illinois 61866 ("Avatar"), and John Russo / Image Ten, Inc., located at 216 Euclid Ave, Glassport, PA 15045 (the "Licensor").

RECITALS

A. Licensor has represented to Avatar that Licensor has the exclusive right to grant licenses to utilize certain likenesses, names, trademarks, and other proprietary rights, as delineated herein.

B. Avatar desires to obtain such exclusive rights in connection with certain articles of merchandise specifically delineated herein, and Licensor has agreed to grant a license to Avatar for that purpose pursuant to all of the terms and conditions set forth below.

TERMS AND CONDITIONS

1. Grant of License. Licensor hereby grants to Avatar for the term of this Agreement, subject to the terms and conditions hereinafter stated, the exclusive license to utilize the following in connection with the manufacture, distribution, exploitation, sale (whether by wholesale or retail), advertisement and promotion of certain products. The following, hereafter referred to as "Licensed Marks", are subject to the foregoing exclusive license:

Night of the Living Dead 1968 film, actor likenesses, and related characters

Night of the Living Dead 1990 film, actor likenesses, and related characters

Use of the names John Russo and George A. Romero in promoting the Licensed Marks

2. Licensed Products. Avatar is granted the right to use the Licensed Marks in connection with the following, which hereafter shall be referred to as "Licensed Products":

All categories, excluding literary, film, and video game rights, and including, but not limited to the below:

All trading cards and collectable trading card games up to 400% of customary size and usage in the industry on any printed material and sold in any fashion including sets, packs and CD-ROM.

All stickers, posters, prints, lithographs, and all other printed paper products featuring images from the Licensed Marks or new artwork created based on Licensed Marks in any size and sold in any fashion.

All three- dimensional products, including and not limited to, toys, action figures, statues, busts, and miniatures and produced from any material including plastics, resins, metals, and any other matter.

All glassware, dinnerware, ceramic tiles, coins, stamps, and plastic cups.

All clothing, shirts, hats, fabric goods, and apparel.

3. Term. The initial term of this Agreement shall be for a period commencing 9/1/06, and continuing until 12/31/2011 (the "Term"). The agreement shall be non-exclusive for 2006 and 2007, allowing the previously granted rights to Anchor Bay. From 1/1/08 until 12/31/11 this Agreement shall be exclusive to Avatar.

4. Territory. The license hereby granted extends to the entire world (the "Territory").

5. Marketing Requirements. Licensor will provide image reproduction and other materials to Avatar within thirty (30) days of request, unless another time frame has been mutually agreed upon by the parties.

6. Compensation. In full consideration of the license granted to Avatar hereunder and for all the other rights and options granted herein, Avatar agrees to pay Licensor certain royalties as follows:

(a) Avatar shall pay to Licensor royalties of 4% of Adjusted Gross Sales with respect to each Licensed Product. Avatar shall pay an additional 2% of Adjusted Gross Sales with respect to each Licensed Product to George A. Romero. Avatar shall advance Licensor \$5,000.00 against future royalties upon the signing of this contract. Avatar guarantees a minimum of \$3,000.00 per calendar year to be paid to Licensor for a minimum due of no less than \$15,000.00 for the life of the license.

(b) "Adjusted Gross Sales" are defined as gross receipts on sales, less costs of freight and shipping of Licensed Products, less Licensed Products returned at any time for any reason, and less discounts, rebates, credits, cancellations, exchanges, and the like.

(c) Licensor agrees that Avatar may withhold a reasonable reserve against returns, exchanges, credits, cancellations, etc., the amount of which shall be established from time to time by Avatar. Notwithstanding the foregoing, Avatar agrees that such reserves shall not exceed fifteen percent (15%) of Adjusted Gross Sales, and that each such reserve shall be liquidated no later than the rendition of the third accounting statement following the statement on which such reserve was established.

(d) Notwithstanding anything to the contrary contained in this Agreement, no royalties shall be payable to Licensor on Licensed Products furnished on a "no-charge", "free", or "promotional" basis to distributors and/or retailers, reviewers, members of the press, select trade industry representatives and/or other customary recipients of free "no-charge" or "promotional" Licensed Products, or Licensed Products sold for less than fifty

percent (50%) of Avatar's applicable wholesale price to distributors, subdistributors, dealers and/or retailers as an inducement to purchase Licensed Products.

7. Accountings.

(a) Commencing one hundred eighty (180) days after the first commercial release of a Licensed Product, and every one hundred eighty (180) days thereafter (including the one hundred eighty (180)-day period following the termination or expiration of the Term hereof) Avatar shall render within thirty (30) days following the termination of such one hundred eighty (180)-day period, a statement of accrued royalties earned under this Agreement during the preceding one hundred eighty (180)-day period, and pay to Licensor the royalties, if any. Avatar shall deliver a copy of such statement to that agent designated by Licensor. Such statements shall become final and binding upon Licensor fifteen (15) days after the rendition thereof unless Licensor renders specific written objection thereto within such period; provided, that if Avatar gives Licensor written notice that it denies the validity of said objections, then such statements shall become final and binding upon Licensor unless suit is instituted within one (1) month of the date Avatar gives such notice.

(b) Licensor may designate a certified public accountant who may audit Avatar's books and records concerning sales of Licensed Products under this Agreement. Said examination shall be at Licensor's sole cost and expense during normal business hours and upon reasonable notice, and may not be conducted more than once annually. The books and records for a particular accounting period may only be audited as aforesaid during the thirteen (13) months following rendition of the statement for such period.

8. Exclusivity. During the Term of this Agreement, Licensor shall not authorize, license or permit the use of the Licensed Marks to directly or indirectly promote, sell, merchandise or advertise any product which is similar to any of the Licensed Products which will compete with or adversely affect Avatar's full enjoyment of the license granted hereunder and/or Avatar's right to manufacture, distribute, exploit, sell, advertise and promote or sublicense any of the Licensed Products.

9. Intellectual Property Rights of Avatar/Licensor.

(a) Licensor hereby acknowledges and agrees that all Licensed Products produced hereunder will be and remain the sole property of Avatar or Avatar's third party sublicensee (whichever is applicable) and that Licensor neither has nor claims any right, title or interest in or to any Licensed Product produced, developed or created in whole or in part hereunder and, except as set forth herein, all copyrights, trademarks and all other proprietary rights of every kind and description in and to the Licensed Products shall be and remain the sole and exclusive property of Avatar.

(b) Avatar acknowledges and agrees that, except as provided in this Agreement, Avatar acquires no interest in any copyrights, trademarks, service marks or proprietary rights, if any, existing in the Licensed Marks which are owned or controlled by Licensor.

(c) Licensor agrees to assist Avatar at Avatar's expense, to the extent necessary, to procure any protection or to protect any of Avatar's rights relating to the Licensed Products.

10. Warranties and Representations of Licensor. Licensor hereby warrants, represents and agrees as follows:

(a) Licensor is the sole and exclusive owner of all merchandising rights in and to the Licensed Marks;

(b) Licensor has the unrestricted right to enter into this Agreement and to perform all Licensor's obligations hereunder and that the license(s) and all other rights granted hereunder to Avatar will not violate the legal, equitable, personal, property or proprietary rights of any third person;

(c) That no other licenses and/or merchandising agreements exist which would permit the distribution and/or sale of Licensed Products during the Term in the Territory which would conflict, compete with or in any way adversely affect the rights granted to Avatar hereunder and that during the Term hereof Licensor will not enter into any such other licenses or agreements which would commence during the Term of this Agreement.

11. Indemnifications.

(a) Licensor shall indemnify, defend, and hold Avatar, its affiliated and related entities, sublicensees and distributors and others with whom Avatar has contractual arrangements with respect to the merchandising of the Licensed Products harmless from and against any and all claims, suits, damages, loss of profits, liabilities, costs and expenses, including reasonable attorneys' fees arising out of any breach or alleged breach by Licensor of any of the agreements, representations and warranties contained herein or arising out of Avatar's use of the Licensed Marks pursuant to the terms hereof.

(b) With respect to any claims falling within the scope of the foregoing indemnifications: (i) each party agrees promptly to notify the other of and keep the other fully advised with respect to such claims and the progress of any suits in which the other party is not participating; (ii) each party shall have the right to assume, at its sole expense, the defense of a claim or suit made or filed against the other party; (iii) each party shall have the right to participate, at its sole expense, in any suit instituted against it and to approve any attorneys selected by the other party to defend it, which approval shall not be unreasonably withheld or delayed; and (iv) a party assuming the defense of a claim or suit against the other

party shall not settle such claim or suit without the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

12. Required Notices.

(a) The Licensed Products and any promotional and packaging materials relating to the License Products shall contain appropriate patent legends, markings and notices as may be required by Avatar to give appropriate notice to the public of Avatar's rights therein.

(b) The Licensed Products and any promotional and packaging materials relating to the Licensed Products shall contain appropriate legends, markings and notices as may be required by Licensor to give appropriate notice to the public of Licensor's rights therein.

13. Samples. Upon request by Licensor, Avatar shall provide Licensor with four (4) samples of each different Licensed Product produced hereunder, at no cost to Licensor.

14. Infringement. When information is brought to the attention of Licensor or Avatar that others without license are unlawfully infringing on any of the rights granted Avatar under this Agreement, the party first obtaining such information shall notify the other and Licensor or Avatar shall (in their joint names or otherwise) jointly commence and prosecute diligently any claim or suit therefor and, where appropriate, apply for injunctive relief and/or seizure of infringing goods or merchandise. Licensor and Avatar agree to share equally the costs incurred and the recovery, if any, obtained from the prosecution of such suits and/or claims. If either Licensor or Avatar declines to commence or jointly prosecute any such claim or suit, the remaining party may commence or prosecute such claim or suit alone, in its own name, or where appropriate, the joint names of Licensor and Avatar, and in such event, Licensor and Avatar shall share the costs incurred and the recovery, if any, obtained therefrom in the same relative proportions as royalties are earned and paid from Net Sales under this Agreement. Licensor agrees to cooperate with Avatar, execute all appropriate papers and to testify in or for such suit if, as, and when reasonably requested by Avatar.

15. Sell-off Rights. Upon expiration or termination of the Term of this Agreement, all rights granted to Avatar herein shall forthwith revert to Licensor, and Licensor shall thereafter be free to use and license to others the right to use the Licensed Marks in connection with the manufacture, advertisement, distribution, and sale of items similar to the Licensed products; provided, however:

(a) Avatar shall nevertheless continue to have the right, after any such termination or expiration ("Sell-off Period"), to sell Licensed Products already manufactured or in production on a nonexclusive basis in accordance with all of the terms and conditions hereof, except that no royalties shall be payable to Licensor for Licensed Products sold during the Sell-off Period at a price less than fifty percent (50%) of Avatar's listed wholesale price for such Licensed Product.

(b) Upon expiration or termination of this Agreement, Avatar shall submit to Licensor in writing a complete inventory of Avatar's entire stock of Licensed Products which are subject to the provisions of this Agreement and a list of Licensed Products in production, along with an itemization of Avatar's direct cost thereof. At any time after Licensor's receipt of said inventory, Licensor shall have the option to purchase all remaining Licensed Products at Avatar's then most favorable wholesale price.

(c) Avatar shall have the right to manufacture up to ten percent (10%) of the prior year's production of each respective Licensed Product for the purpose of remedying any variances in orders placed and/or shipped prior to the expiration or termination of this Agreement.

16. Assignment. Avatar may assign and/or sublicense this Agreement or any portion hereof to a parent, subsidiary, affiliated or related company (and their respective distributors) or to any person, firm, company, or entity owning or acquiring a substantial portion of Avatar's stock or assets. In addition, Avatar shall have the right to sublicense to unrelated third parties any or all of the rights granted Avatar herein, with the prior approval of Licensor, which approval shall not be unreasonably withheld. Licensor shall not, without first obtaining Avatar's written permission, assign or transfer this Agreement or any of its rights or obligations hereunder, and any attempted assignment or transfer, hypothecation, mortgage or other encumbrances of this Agreement by Licensor, without Avatar's prior approval, shall be void and have no effect.

17. Notices. All notices required hereunder or which either party desires to serve upon the other shall be in writing and shall be deemed given when addressed as set forth below and when delivered personally; three (3) days after deposit, postage prepaid, in the United States mails (certified, return receipt requested, in all cases other than royalty statements); when deposited, toll prepaid, in any telegraph office in the United States; or, when transmitted by facsimile. Addresses for notices shall be as follows:

To Licensor: John Russo / Image Ten Inc.
216 Euclid Ave
Glassport, PA 15045

To Avatar: Avatar Press, Inc
515 N. Century Blvd
Rantoul, IL 61866

With copies to: Traci E. Nally
Nally, Bauer, Feinen, Bullock & Mann, P.C.
309 W. Clark Street
P.O. Box 227
Champaign, Illinois 61824-0227

or such other address as either party may designate by notice given as aforesaid.

18. Events of Default.

(a) Avatar shall be deemed to be in default of this Agreement in the event any of the following occurs:

(i) Avatar fails to account or make any payment to Licensor or perform any of Avatar's material obligations hereunder, and such failure to account, pay or perform remains uncured thirty (30) days after Avatar receives written notice of such failure by Licensor.

(ii) The insolvency, business failure of Avatar, the filing of a petition for relief under Chapter 11 of the United States Bankruptcy Code by or against Avatar; the consent, acquiescence or taking of any action by, or the filing by or against Avatar of any petition or action, looking to or seeking any liquidation, dissolution or similar relief under any other present or future state or federal statute, law or regulation, or the appointment, with or without the consent of Avatar, of any trustee, custodian, receiver or liquidator of Avatar or any property or assets of Avatar; or if Avatar shall make an assignment for the benefit of creditors; or shall be unable to pay its debts as they become due.

(b) If any of the events described in paragraph 20(a) occur, then, in addition to any other right of any nature that Licensor may have at law or in equity against Avatar, Licensor shall have the right upon notice to Avatar, at its option, to terminate this Agreement and to require the immediate payment of all royalties and guarantees then due or to become due hereunder.

19. Miscellaneous.

(a) The entire understanding between the parties hereto relating to the subject matter hereof is contained herein. This Agreement cannot be changed modified, amended or terminated except by an instrument in writing executed by both Avatar and Licensor.

(b) No waiver shall excuse the performance of any act and shall not be deemed or construed to be a waiver of such terms or conditions for the future or any subsequent breach thereof.

(c) This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Licensor and Avatar in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons.

(d) Both parties agree to attempt to resolve any problems not covered specifically be the Agreement outside of a court of law and will use a mutually agreed upon arbitrator, if one can be found, as the first line of reconciliation on any given problem.

(e) This Agreement shall be governed by the laws of the State of Illinois applicable to contracts made and to be wholly performed in the State of Illinois. Any claim, dispute or disagreement with respect to this Agreement shall be submitted to the courts of the State of Illinois or the federal courts with the State of Illinois, Central District of Illinois which courts shall have the exclusive jurisdiction thereof. Any process in any action or proceeding commenced in such courts may, among other methods, be served upon Avatar or Licensor, as applicable, by delivering or mailing the same via certified mail, return receipt requested, addressed to Avatar or Licensor, as applicable, at the address set forth in paragraph 19 hereof, or such other address as Licensor or Avatar, as applicable, may designate pursuant to paragraph 19 hereof. Any such service by delivery or mail shall be deemed to have the same force and effect as personal service within the State of Illinois.

(f) This Agreement shall not be deemed effective final or binding upon Licensor or Avatar until signed by each of them.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AVATAR PRESS, INC.

By: _____

Title: William A. Christensen, President

JOHN RUSSO / IMAGE TEN, INC.

By: John A. Russo

Title: TRUSTEE

RUSS STREINER / IMAGE TEN INC.

By: Russ Stainer

Title: TRUSTEE

GEORGE A. ROMERO

By: _____

Title: Original director / co-writer

EXHIBIT I

BUGHUUL PRODUCTIONS, LLC
2401 BEVERLY BLVD.
LOS ANGELES, CA 90057
1-213-835-1000

THIS VIDEO FOOTAGE LICENSE (this "License") is made and entered into this 2nd day of April, 2015 by and between Image Ten, Inc., a Pennsylvania corporation (hereinafter "Owner"), located at 216 Euclid Avenue, Glassport, PA 15045, and Bughuul Productions, LLC (hereinafter "Producer") concerning the licensing of up to twenty-five seconds of footage (the "Footage") from the motion picture directed by George Romero released in 1968 entitled "Night of the Living Dead", which Footage depicts a young girl, played by Kyra Schon, murdering her mother, played by Marilyn Eastman. The parties agree as follows:

1. GRANT OF LICENSE. For the consideration set forth in paragraph 2 below, Owner hereby irrevocably grants to Producer the non-exclusive right to use and incorporate the Footage into the motion picture being produced by Producer entitled "Sinister 2" (the "Picture"). This License shall be a royalty free license to use, exhibit, reproduce, distribute, transmit, broadcast and otherwise exploit throughout the universe in perpetuity the Footage as incorporated into the Picture, including in advertising, marketing and promotion of the Picture, in any and all media and by any means of transmission, whether now known or hereafter created, (collectively, the "Rights").

2. COMPENSATION. In consideration of the Rights granted and the representations and warranties made by Owner herein, upon the receipt by Producer of this License executed by Owner and the attached Releases executed by Kyra Schon and Marilyn Eastman (collectively "Actresses", individually, "Actress"), respectively, Producer shall promptly pay the sum of Owner Seven Thousand Dollars (\$7,000). Owner agrees that the sum set forth herein shall include the fees to be paid to the Actresses in order to secure their rights as conveyed in the attached Releases, and Owner agrees that it shall promptly make payment to each Actress the amount agreed among Owner and each Actress. Owner hereby indemnifies and holds Producer harmless against any claim brought by either or both of the Actresses for non-payment.

3. REPRESENTATIONS AND WARRANTIES.

3.1 Owner makes the following representations and warranties to the Producer:

3.1.1 Owner is duly organized and in good standing as a corporation under the laws of the State of Pennsylvania;

3.1.2 Owner is the sole and exclusive owner of the Footage and, except to the extent that the Footage may be in the public domain, Owner owns the copyrights and other proprietary rights contained therein;

3.1.3 The use by Producer of the Footage as described herein shall not infringe upon or violate the copyrights, trademarks, patents, or other proprietary rights of any other party;

3.1.4 Owner has the unrestricted right and power to enter into this License and to license the rights to the footage to the Producer as provided herein;

3.1.5 Owner knows of no agreements, court orders, pending litigation, settlement or any other legal impediment that would prevent or prohibit Owner from granting the Rights to Producer or would prevent or hinder Producer from enjoying the Rights granted hereunder;

3.1.6 Owner has obtained all necessary consents, permissions, licenses and other documents from all entitles, film production companies, studios, recording companies, composers, musicians, musician unions or other labor unions, copyright owners and others with any interest in any music contained in the Footage or who provided services on the Footage and Producer shall have no obligation to make any union, guild, residual, royalty or other payment to any third party in connection with its use of the Footage pursuant to this License.

3.2 Producer makes the following representations and warranties to the Owner, which representations and warranties:

3.2.1 Producer is duly organized and in good standing as a limited liability company under the laws of the State of California;

3.2.2 Producer has the unrestricted right and power to enter into this License and to license the rights to the Footage as provided herein; and

3.2.3 Producer knows of no agreements, court orders, pending litigation, settlement or any other legal impediment that would prevent or prohibit from carrying out its obligations under this License.

4. INDEMNITIES.

4.1 Owner shall indemnify and hold Producer, its parents, affiliates, subsidiaries, members, managers, agents, employees, licensees, successors, and assigns ("Indemnities") harmless from and against all claims, charges, damages, costs, expenses (including reasonable attorneys' fees), judgments, settlements, penalties, liabilities, or losses of any kind or nature whatsoever (collectively, "Claims") which may be made, asserted, maintained, sustained, incurred or suffered by or secured against or imposed upon any Producer Indemnitees by reason of the breach of any of Owner's warranties, representations, or covenants under any provision of this License.

4.2 Producer shall defend, indemnify and hold Owner and Owner's Indemnities harmless from and against any and all Expenses which may be made, asserted, maintained, sustained, suffered or incurred by Owner, arising out of any third party claim which (a) is based upon material in the Picture not granted to Producer by Owner, or (b) arising out of the production, distribution or exploitation of the Picture except to the extent such Claims are subject to or covered by Owner's indemnification obligations hereunder.

5. NO INJUNCTIVE RELIEF. In the event of any breach by Producer of this License, Owner's remedies shall be limited to an action at law for damages, if any, and in no event shall Owner be entitled to terminate or rescind the grant of Rights hereunder or to seek to enjoin the production, distribution, advertising, promotion or other exploitation of the Picture or any element thereof.

6. ASSIGNMENT. Owner may not assign any right, interest, duty or obligation hereunder. Producer may assign this License to any third party that assumes in writing Producer's obligations and may assign or license the Rights hereunder to any licensee or grantee of rights in the Picture.

7. **NO OBLIGATION TO EXERCISE RIGHTS.** Nothing contained in this License shall obligate Producer to use or exercise the Rights granted or conveyed to it by Owner.

8. **GOVERNING LAW.** This License shall be governed by the laws of the State of California and any suit in connection with this License shall be brought in a court in Los Angeles County in the State of California.

9. **MISCELLANEOUS.** This License contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties. This Agreement may not be changed, modified or amended except by written agreement signed by the parties hereto. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach. If any provision of this License is deemed unenforceable or illegal by any court of competent jurisdiction or by any law, the enforceability and effectiveness of the remainder of the License shall not be affected and this License shall be enforceable without reference to the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this License as of the date first set forth above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

IMAGE TEN, INC.

By: Russ Streiner

Title: Russ Streiner, Image Ten, Inc. Trustee

BUGHUUL PRODUCTIONS, LLC

By: _____

Title: _____

BUGHUUL PRODUCTIONS, LLC
2401 BEVERLY BLVD.
LOS ANGELES, CA 90057
1-213-835-1000

As of April 2, 2015

Marilyn Eastman
c/o Image Ten, Inc.
216 Euclid Avenue
Glassport, PA 15045

Re: "Sinister 2"

Bughuul Productions, LLC ("Producer") desires to use in the motion picture currently entitled Sinister 2" (the "Picture") up to twenty-five seconds of footage (the "Footage") from the motion picture released in 1968 entitled "Night of the Living Dead" which contains the performance of Marilyn Eastman ("You"), including, without limitation, your voice and likeness (the "Performance").

By executing this release ("Release"), You hereby irrevocably grant to Producer and its successors, Producers and assigns, the non-exclusive right, but not the obligation, to include the Footage in the Picture and in the exhibition, distribution, advertising, promotion and exploitation of the Picture by any and all means now known or hereinafter devised throughout the universe, in perpetuity. You agree that you will only look to Image Ten, Inc. for payment of any license fee as consideration for the grant of this Release and that You will have no recourse against Producer should Image Ten, Inc. fail to make payment to You.

You hereby release Producer, its parents, affiliates, agents, subsidiaries, managers, members, employees, successors, assignees and licensees (collectively the "Producer Parties") from any and all claims and demands arising out of or in connection with the use of the Footage as set forth herein including, without limitation, any and all claims for infringement of copyright, infringement of your right of publicity, defamation (including libel and slander) and any other personal and/or property rights. This Release shall also serve to confirm that you have the authority to grant to Producer the right to use the Performance, that you have not conveyed the rights granted herein to any other party and that Producer's exercise of such rights shall not violate or infringe upon any rights of any third party. You hereby acknowledge that your remedies in connection with this Release shall be limited to an action at law for damages, if any, and you hereby waive any right to seek to rescind or terminate this Release or to enjoin the production, distribution, advertising, promotion or other exploitation of the Picture or any element thereof.

Producer hereby agrees to indemnify and hold You harmless from and against any and all claims, charges, damages, costs, expenses (including reasonable attorneys' fees), judgments, settlements, penalties, liabilities, or losses of any kind or nature whatsoever (collectively, "Claim(s)") brought by any third party arising out of the exhibition, distribution, advertising, promotion and exploitation of the Picture except to the extent such Claim(s) are covered by your indemnification hereunder. You hereby agree to indemnify and hold Producer and the Producer Parties harmless from and against any and all Claims caused by or arising out of the breach of

any representation, covenant or warranty made by You hereunder.

Producer may freely assign this Release to any party assuming the obligations hereunder and may assign and license the rights granted hereunder to third parties. You may not assign or this Release in whole or in part.

This Release shall be governed by the laws of the State of California. This Release is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral). This Release may only be modified by a written document executed by both parties. This Release may be signed in counterparts which, when signed, shall constitute one document. Facsimile or scanned copies shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered as of the day and year first above written.

MARILYN EASTMAN

Acknowledged and agreed:

Bughuul Productions, LLC

By: _____
Its Authorized Signatory

BUGHUUL PRODUCTIONS, LLC
2401 BEVERLY BLVD.
LOS ANGELES, CA 90057
1-213-835-1000

As of April 2, 2015

Kyra Schon
c/o Image Ten, Inc.
216 Euclid Avenue
Glassport, PA 15045

Re: "Sinister 2"

Bughuul Productions, LLC ("Producer") desires to use in the motion picture currently entitled Sinister 2" (the "Picture") up to twenty-five seconds of footage (the "Footage") from the motion picture released in 1968 entitled "Night of the Living Dead" which contains the performance of Kyra Schon ("You"), including, without limitation, your voice and likeness (the "Performance").

By executing this release ("Release"), You hereby irrevocably grant to Producer and its successors, Producers and assigns, the non-exclusive right, but not the obligation, to include the Footage in the Picture and in the exhibition, distribution, advertising, promotion and exploitation of the Picture by any and all means now known or hereinafter devised throughout the universe, in perpetuity. You agree that you will only look to Image Ten, Inc. for payment of any license fee as consideration for the grant of this Release and that You will have no recourse against Producer should Image Ten, Inc. fail to make payment to You.

You hereby release Producer, its parents, affiliates, agents, subsidiaries, managers, members, employees, successors, assignees and licensees (collectively the "Producer Parties") from any and all claims and demands arising out of or in connection with the use of the Footage as set forth herein including, without limitation, any and all claims for infringement of copyright, infringement of your right of publicity, defamation (including libel and slander) and any other personal and/or property rights. This Release shall also serve to confirm that you have the authority to grant to Producer the right to use the Performance, that you have not conveyed the rights granted herein to any other party and that Producer's exercise of such rights shall not violate or infringe upon any rights of any third party. You hereby acknowledge that your remedies in connection with this Release shall be limited to an action at law for damages, if any, and you hereby waive any right to rescind or terminate this Release or to seek to enjoin the production, distribution, advertising, promotion or other exploitation of the Picture or any element thereof.

Producer hereby agrees to indemnify and hold You harmless from and against any and all claims, charges, damages, costs, expenses (including reasonable attorneys' fees), judgments, settlements, penalties, liabilities, or losses of any kind or nature whatsoever (collectively, "Claim(s)") brought by any third party arising out of the exhibition, distribution, advertising, promotion and exploitation of the Picture except to the extent such Claim(s) are covered by your indemnification hereunder. You hereby agree to indemnify and hold Producer and the Producer Parties harmless from and against any and all Claims caused by or arising out of the breach of any representation, covenant or warranty made by You hereunder.

Producer may freely assign this Release to any party assuming the obligations hereunder and may assign

and license the rights granted hereunder to third parties. You may not assign or this Release in whole or in part.

This Release shall be governed by the laws of the State of California. This Release is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral). This Release may only be modified by a written document executed by both parties. This Release may be signed in counterparts which, when signed, shall constitute one document. Facsimile or scanned copies shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered as of the day and year first above written.

KYRA SCHON

Acknowledged and agreed:

Bughuul Productions, LLC

By: _____
Its Authorized Signatory

EXHIBIT J

DISTRIBUTION AGREEMENT made as of the 12th day of June, 2017, by and between Image Ten Incorporated, with offices at 216 Euclid Avenue, Glassport, PA 15045 (hereinafter referred to as "Licensor"), and Janus Films Company, with offices at 250 East Hartsdale Avenue, Suite 42, Hartsdale, NY 10530, USA (hereinafter referred to as "Distributor"):

WHEREAS:

A. Licensor desires to grant to Distributor the sole and exclusive right, license and privilege to distribute, license, exhibit, advertise, promote, publicize, market, manufacture and otherwise exploit the motion picture described in Paragraph 1 hereof in the "Media" (as defined in Paragraph 2 below), in the "Territory" (as defined in Paragraph 3 below), and for the "License Period" (as defined in Paragraph 5 below) hereinafter set forth;

B. Distributor is willing to cause the motion picture to be distributed upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the representations and warranties of the Licensor hereinafter set forth and of the mutual promises and agreements herein contained, the parties agree as follows:

1. THE PICTURE. Licensor agrees to deliver to Distributor for release and distribution by Distributor hereunder the following feature motion picture directed by George A. Romero (hereinafter referred to as the "Picture"):

NIGHT OF THE LIVING DEAD (1968), as remastered
by the Museum of Modern Art

2. GRANT OF RIGHTS. Licensor gives, grants, assigns and sets over unto Distributor the sole and exclusive right, license and privilege under copyright to lease, license, sublicense, exhibit, distribute and reissue the Picture, prints and trailers thereof, in any and all media, whether now known or hereafter devised, including but not limited to theatrical, non-theatrical, public video, ancillary, any and all forms of television, any and all forms of home video, video-on-demand (whether by SVOD, AVOD, streaming, downloading, internet, on-line, wireless or any other means of delivery now known or hereafter invented), and any and

all so-called "new media" in any and all languages (collectively, "Media"). This grant includes the right to use portions of the Picture and any and all materials in connection with the Picture for promotional, marketing and advertising purposes in any and all media, whether now known or hereafter devised, in the Territory during the License Period. For the avoidance of doubt, it is understood that Distributor has the right to release and distribute the Picture as part of the Criterion Collection and to produce supplemental features related to the Picture that are characteristic of supplements produced for other films in the Criterion Collection. This grant does not include the rights to lease, license, sublicense, exhibit, distribute, and reissue the Picture in virtual reality and/or video/computer games. All other non-distribution rights are hereby reserved by the Licensor. Furthermore, Licensor reserves the right to produce, market, and distribute a documentary film based on the making of or remastering of the Picture and to use excerpts of the Picture in such documentary.

3. TERRITORY. The "Territory" shall be defined as the United States of America (including its territories, possessions, mandates, commonwealths (including Puerto Rico), and all U.S. military installations (including ships) wherever located), Canada, the United Kingdom, Ireland, Bermuda, the Bahamas, and the Caribbean Basin.

4. DELIVERY. Licensor warrants that Licensor oversaw a complete video and sound restoration of the Picture in 2016, which was performed in 4K by the Museum of Modern Art and The Film Foundation (the "Restoration"), and Licensor agrees to make delivery of the Restoration to Distributor at Distributor's cost and expense (exact laboratory cost to create a clone of the Restoration together with the cost of shipment). Should Distributor determine that any additional materials are necessary for Distributor to properly exploit the Picture under this Agreement, Licensor agrees, to the extent it is able and it has the legal right, to make available any existing master materials, prints, pre-print elements or tapes that Distributor may require during the term hereof. Licensor also agrees to make available for Distributor's use hereunder any existing prints or tapes which may have been reclaimed from prior distributors in the Territory and any and all available advertising, publicity, marketing and promotional materials including, without limitation, any and all artwork created by Licensor

in connection with the Picture.

5. LICENSE PERIOD. With regard to the rights granted hereunder the license period shall commence on signature of this Agreement and continue for a period of ten (10) years ("License Period").

6. LICENSOR'S WARRANTIES. Licensor warrants and represents, to the best of its knowledge and subject to the rights given in the October 2016 donation agreement with the Museum of Modern Art (the "Donation Agreement"), that:

(a) it has the right to enter into this Agreement and to grant, sell, assign, transfer, and convey all the rights and licenses herein contained;

(b) it has not sold, assigned, transferred, or conveyed and will not sell, assign, transfer, or convey to any person any right, title, or interest in or to the Picture for distribution or exhibition in the Territory during the License Period which is in conflict with the rights herein granted and that it will not in any manner take any action which will tend to derogate from or compete with the rights herein granted to Distributor;

(c) the Picture is registered in the U.S. Copyright Office, the copyright in the Picture will be held by Licensor and Licensor shall secure, register, renew, extend and protect such copyright in the name of Licensor for the maximum period of time allowed by law and shall furnish Distributor with a copy of Licensor's registrations thereof in the U.S. Copyright Office;

(d) the Picture and each and every part thereof, including the sound and music synchronized therewith, and the exercise by any party authorized by Distributor of any right herein granted to Distributor, will not violate or infringe upon the trademark, trade name, copyright, literary, dramatic, music, artistic, person, private, civil or property right, right of privacy, or any other right of any person, or constitute a libel or slander of any person; and

(e) there are and will be no claims, liens,

encumbrances, or rights of any nature in and to the Picture or any parts thereof which can or will impair or interfere with the rights or licenses of Distributor hereunder.

(f) in the event that Distributor is obligated by third party unions and/or guilds to pay residuals in connection with the Picture, Distributor shall be entitled to deduct all such payments from royalties owed by Distributor to Licensor in connection with the Picture.

7. MUTUAL INDEMNIFICATION.

A. Licensor will, at its own expense, indemnify Distributor and its sub-distributors, and hold them harmless from any and all loss, damage, liability, or expense (including reasonable attorney's fees) resulting from any breach of any of the warranties, representations, covenants, and promises made herein by Licensor.

B. Distributor will, at its own expense, indemnify Licensor and hold it harmless from any and all loss, damage, liability, or expense (including reasonable attorney's fees) resulting from any breach of any of the warranties, representations, covenants, and promises made herein by Distributor.

8. ADVANCE. Distributor agrees to pay to Licensor the sum of \$150,000 as a non-refundable "Advance" recoupable from Licensor's share of the distribution receipts described in Paragraph 9 below. The Advance shall be paid in two installments: (i) \$75,000 on signature of this Agreement, and (iii) \$75,000 six months from the signature hereof, if not previously earned and paid.

9. LICENSE FEES. Distributor agrees to pay to Licensor, in full consideration of the licenses granted hereunder:

(a) with respect to receipts deriving from home video distribution of the Picture, 20% of Distributor's wholesale income from units sold, less all returns, with no deductions;

(b) with respect to receipts deriving from all other forms of distribution of the Picture, including but

not limited to theatrical, non-theatrical, public video, ancillary, any and all forms of television, and video-on-demand distribution, 50% of all receipts received by Distributor, its parents, subsidiaries, and affiliates, following the deduction off-the-top of all actual, third-party and out-of-pocket costs of prints, laboratory work, dubbing, subtitling, DCP creation, advertising, promotion, storage, insurance, and shipping, pertaining to such distribution.

10. DISTRIBUTOR'S RIGHTS AND OBLIGATIONS.

A. Subject to the rights given in the Donation Agreement, Distributor shall have the sole, exclusive and complete authority to distribute the Picture and to license the exhibition thereof in accordance with such sales methods, policies and terms as it may in its uncontrolled discretion determine.

B. Subject to the rights give in the Donation Agreement, Distributor in its sole discretion shall have the right to make, modify, amend, adjust, alter, and cancel exhibition contracts.

C. Distributor agrees to furnish Licensor quarter-annual reports showing the gross receipts, the allowable expenses of distribution, and Licensor's share for each preceding reporting period. Such statement shall be on a collection basis, and shall be furnished to Licensor within sixty (60) days of the close of the reporting period. Distributor shall accompany each such statement with a remittance to the Licensor of the amount, if any, shown due thereon.

D. Distributor agrees to maintain complete and accurate books of account and records of the distribution of the Picture which Licensor may examine, take excerpts therefrom, and make copies thereof at reasonable times during business hours at Distributor's place of business in Hartsdale, New York, provided, however, that no such examination shall be made more often than semi-annually and that such examination shall be limited to records specifically relating to the Picture.

E. Any statement or report submitted to Licensor by Distributor hereunder shall be deemed conclusively

true and accurate as to all the items and information contained therein if not disputed in writing by Licensor within twenty-four (24) months after such statement or report shall have been delivered to Licensor. Any such dispute by Licensor must set forth the specific item or information disputed and detail the reasons and basis for such dispute. In the event that an examination of the books of account and records reveals an underpayment to Licensor of five percent (5%) or more of the Licensor's share of the receipts deriving from the exploitation of the licenses granted hereunder, then Distributor shall immediately pay to Licensor the amount of such underpayment, together with interest at the prime rate in effect for the period between the date such payment was due and the date such payment is made, and Distributor shall also pay and reimburse Licensor for the fees and expenses incurred in connection with the examination.

F. In the event that Distributor creates a new master of the Picture, Distributor shall have the right to deduct 50% of the cost of such master from revenue earned from distribution of the Picture (such deduction not to exceed \$15,000 without Licensor's prior approval); the remaining 50% shall not be deducted and shall be part of Distributor's non-deductible distribution expenses allocated to home video per the Agreement.

G. Provided that Distributor's home video release of the Picture has been in the market for a minimum of one (1) year, Distributor agrees to furnish Licensor with a copy of Distributor's master of the Picture at Licensor's request, for use outside the Territory. Licensor shall be required to pay to Distributor one half of Distributor's costs to create the master or \$15,000, whichever is less, plus the cost of the dub and shipping costs. If Distributor has recouped mastering costs from Licensor's share of receipts per Paragraph 10F prior to Licensor's request for access to the master, then the amount due shall be reduced by the amount previously recouped from Licensor's share. Once Licensor takes access to the master in accordance with this paragraph, then no additional mastering costs shall be deducted.

H. Distributor shall use its best efforts, as commonly applied in the industry, to lease, license, sublicense, promote, exhibit, distribute, and market the Picture.

I. Distributor agrees to sell to Licensor copies of Distributor's home video release of the Picture at a wholesale price of 55% off SRP. For the avoidance of doubt, all copies purchased at such wholesale price shall entitle Licensor to royalties on such purchases.

11. REDELIVERY ON TERMINATION. Upon the expiration or sooner termination of Distributor's rights hereunder with respect to the Picture, Distributor agrees, at Licensor's option, either (a) to deliver possession to Licensor of all such tapes or other physical properties of the Picture as delivered under Paragraph 4 of this Agreement and as may then be in the possession or under the control of Distributor, or (b) to destroy the said properties and provide Licensor with an affidavit of such destruction.

12. DEFAULT. If either party shall default in any of the terms, covenants or conditions of this Agreement on its part to be performed, and such default shall continue for a period of thirty (30) days after written notice from the other party specifying the default and requiring same to be cured, then and in such event after the expiration of the grace period and in addition to all other rights and remedies which such other party may possess, such other party shall solely have the right to terminate this Agreement by written notice to the defaulting party to such effect specifying the date of termination and upon such specified date of termination this Agreement shall cease and terminate.

13. FORCE MAJEURE. Each of the parties shall be excused from performing its obligations hereunder to the extent to which performance is prevented by strikes, labor disturbances, failure or delay of transportation facilities, failure of transmission facilities, satellite failure, acts of God, act of government, or other similar events which could not reasonably be foreseen and which are not reasonably within the control of such party. Neither party hereto shall be liable to the other for any loss, damage or default occasioned by Force Majeure.

14. ASSIGNMENT. This Agreement may not be assigned by

either party, either voluntarily or by operation of law, without the prior written consent (not to be unreasonably withheld or delayed) of the other of its obligations hereunder. Notwithstanding the foregoing, either party may assign this Agreement, or any of its rights hereunder, without the other's consent (but with written notice to the other party) to any entity with which it may be merged or consolidated or which acquires all or substantially all of its assets, provided that such entity agrees in writing to assume all of its obligations under this Agreement.

15. MISCELLANEOUS.

A. Governing Law. This Agreement shall be construed and interpreted pursuant to the laws of the State of New York.

B. Entire Agreement. This Agreement supersedes and cancels all prior negotiations and understandings in the premises between the parties, and contains all of the terms and conditions and promises of the parties hereto. No modification hereof shall be valid or binding unless in writing and executed by both parties hereto. No officer, employee, or representative of Licensor or Distributor has any authority to make any representation or promise not contained in this Agreement. Licensor and Distributor have not executed this Agreement in reliance on any such representation or promise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year above written.

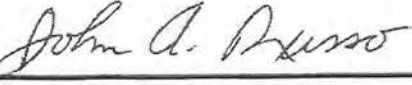

IMAGE TEN INCORPORATED	JANUS FILMS COMPANY
By: 	By: 
Date: <u>June 15, 2017</u>	Date: <u>JUNE 19, 2017</u>

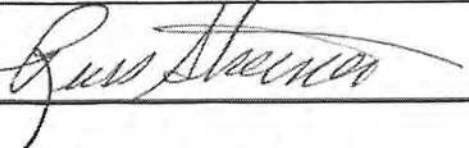

IMAGE TEN INCORPORATED
By: 
Date: <u>JUNE 15, 2017</u>

IMAGE TEN INCORPORATED
By: 
Date: <u>JUNE 15, 2017</u>

AMENDMENT TO LICENSE AGREEMENT 7-18-18

Reference is made to the agreement dated June 12th, 2017 (the "Agreement") by and between Image Ten Incorporated ("Licensor") and Janus Films Company ("Distributor") for the distribution of NIGHT OF THE LIVING DEAD (the "Picture"). The terms of this amendment (the "Amendment") shall take effect on signature of this Amendment.

Licensor and Distributor hereby agree to amend the Agreement as follows:

1. **TERRITORY.** The Territory shall now be inclusive of the World, the additional territories hereinafter referred to as the "Additional Territories".

2. **LICENSE FEES FOR ADDITIONAL TERRITORIES.** With respect to receipts deriving from any and all exploitation of the Picture in the Additional Territories, Distributor agrees to pay to Licensor 50% of all receipts received by Distributor, following the deduction off-the-top of all actual, third-party and out-of-pocket costs.

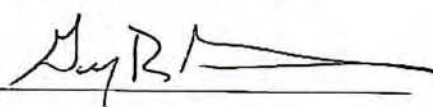
3. **ADDITIONAL ADVANCE.** In consideration of the expanded Territory as defined herein, Distributor agrees to pay to Licensor an additional advance of \$40,000, recoupable against Licensor's share of the distribution receipts described in Paragraph 8 of the Agreement and Paragraph 2 above (the "Additional Advance"). The Additional Advance shall be paid in full on signature of this Amendment. All previously unrecouped or unpaid income related to the Picture earned by Distributor shall be fully recoupable against the Additional Advance.


Any other terms and conditions of the Agreement, including all warranties, representations, indemnities, and obligations made or conferred by or to Licensor or Distributor under the Agreement, including the rights granted, License Period, all provisions for delivery of materials, default, redelivery on termination, and governing law shall also apply to the Additional Territories under the Agreement as hereby amended.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the day and year above written.

IMAGE TEN INCORPORATED

JANUS FILMS COMPANY

By: 

By: 

Date: 8/27/2018

Date: 8/27/18

EXHIBIT K

THIS AGREEMENT is dated

2019

BETWEEN:

- (1) **IMAGE TEN, INC.** a corporation incorporated under the laws of Pennsylvania whose principal place of business is at 316 Prospect Road, Evans City, PA 16033, United States of America (the **Licensor**).
- (2) **IMITATING THE DOG LIMITED** a company incorporated in England and Wales (registered no. 06527100) whose registered office is at Cavendish House, St Andrew's Court, Burley Street, Leeds, West Yorkshire, LS3 1JY, United Kingdom (the **Licensee**).

BACKGROUND:

- (A) The Licensor is the production company that produced the 1968 feature film titled *Night of the Living Dead* directed by George A. Romero with script by John A. Russo and George A. Romero (the **1968 Film**).
- (B) Licensor owns copyright and other rights in and to the 2017 4K restoration of the 1968 Film, which is identical to the 1968 Film except with technological enhancements (the **Restored Film**), which include, but are not limited to, the rights in the screenplay as written by George A. Romero and John A. Russo, the trademark NIGHT OF THE LIVING DEAD and the image and publicity rights of the actors who performed in the Film (together the **Rights**).
- (C) The Licensee intends (but does not undertake) to produce and present a production provisionally entitled *Night of the Living Dead™ REMIX* (the **Production**). The Production will be based on the Restored Film and will utilise the Restored Film in the manner set out in the Schedule.
- (D) The Licensee intends to present the Production as a co-production with Leeds Theatre Trust Limited at the Leeds Playhouse for a fixed run commencing on 24 January 2020 and ending on 15 February 2020 (the **Fixed Run Engagement Period**) and then to tour the production in the United Kingdom and potentially Italy (the **Territory**) for a further period ending, subject to clause 1.5 below, on or about 11 April 2020 (the **Extended Engagement Period**) (the Fixed Run Engagement Period and the Extended Engagement Period being together referred to as the **Engagement Period**).
- (E) The Licensor has agreed to license to the Licensee the Rights to the Licensee for these purposes on the terms and conditions set out in this Agreement.

IT IS AGREED:

1. Licence

- 1.1 The Licensor retains ownership of the Rights and the Licensor reserves all the Rights in connection with the Restored Film not specifically licensed to the Licensee pursuant to this Agreement. Further, it is agreed that the Restored Film will be used by the Licensee as it relates to the Production.
- 1.2 In consideration of the sums payable by the Licensee under clause 3.1 and the obligations of the Licensee under this Agreement, the Licensor hereby grants to the Licensee the right which shall be non-exclusive subject to clause 2.1:

- (a) to use the Rights in connection with the Production on the live stage in the Territory in the manner described in the Schedule during the Engagement Period;
 - (b) to use the trade mark NIGHT OF THE LIVING DEAD as part of the title of the Production in the form "**Night of the Living Dead™ REMIX**" or in combination with any other words, except the word "Live" or any phrase, such as "George A. Romero presents....", that implies that George A. Romero has endorsed the Production, and provided always that (i) the ™ symbol is used immediately after the words "Night of the Living Dead" in all applications; and (ii) for the sake of clarity, the Licensee may refer in publicity to the Restored Film being directed by George A. Romero;
 - (c) to make or arrange for audio, visual or audio-visual recordings of any rehearsal or performance of the Production solely for promotional, educational and archive purposes or for work preparatory to signed, audio-described, captioned or relaxed performances, provided that under no circumstances shall any such recording be commercially exploited or removed from the custody and control of the Licensee except for distribution of extracts from such recordings for promotional purposes;
 - (d) to exhibit the Restored Film without the soundtrack to the audience as part of the Production; and
 - (e) to use stills from the Restored Film featuring the actors in the Restored Film and images of the actors in publicity for the Production.
- 1.3 If the Licensee wishes to produce any film of the Production for commercial exploitation or to produce any merchandise relating to the Production, this shall be subject to a separate agreement to be negotiated in good faith between the parties.
- 1.4 The Licensor acknowledges that the Licensee may wish to tour the Production outside the Territory after the end of the Engagement Period. Any such tour shall be subject to a separate agreement to be negotiated in good faith between the parties.
- 1.5 The Licensor acknowledges that the exact dates of the tour of the Production during the Extended Engagement Period have not been confirmed as at the date of this Agreement. The Licensee shall inform the Licensor in writing of the final tour dates as soon as possible after the date of this Agreement and the definition of the Extended Engagement Period in Background paragraph (D) above shall be deemed to be amended accordingly.

2. Licensor Obligations

- 2.1 Save for the licensing agreement referred to at clause 2.2, the Licensor has not and will not grant any licences to any third party in the Territory for use of the Rights in connection with any live stage production for the period commencing on 24 October, 2019 and ending on 11 July, 2020.
- 2.2 The Licensee acknowledges that the Licensor has an exclusive Licensing Agreement with the Canadian creators of NIGHT OF THE LIVING DEAD™- LIVE and the Samuel French Publishing Company for a theatrical stage presentation entitled, NIGHT OF THE LIVING DEAD™- LIVE. Said performance is currently being presented on the stage in London, UK. It is the intent, but not the obligation, of the Licensor to use its best efforts to avoid conflicting theatrical stage presentations using the NIGHT OF THE LIVING DEAD title simultaneously in the same markets. However, since the Licensor

has no control over how and when NIGHT OF THE LIVING DEAD™- LIVE is licensed and where it will be performed, the Licensor cannot grant an exclusive license for any performance, date or touring production of NIGHT OF THE LIVING DEAD™-REMIX.

- 2.3 The Licensor will use best endeavours to prevent any title conflict or use of the Rights in connection with any live stage production in the Territory during the period referred to at clause 2.1.
- 2.4 The Licensee shall use either a Blu Ray of the Restored Film or a DCP from Criterion, which is the distributor of the Restored Film, for the purpose of exhibiting the Restored Film as part of the Production. The Licensor will introduce the Licensee to Criterion if required and confirms that no consent from or payment to Criterion will be required to enable the Licensee to exhibit the Restored Film except for the cost of the DCP if required.
- 2.5 The Licensor will provide to the Licensee as soon as reasonably practicable after the date of this Agreement a selection of stills from and images of actors in the Restored Film for use by the Licensee in publicity for the Production.
- 2.6 The Licensor will procure that the producer of and selected actors from the Restored Film chosen by the Licensor participate in remote publicity for the Production as reasonably requested by the Licensee.

3. Royalties

- 3.1 In consideration of the rights granted under this Agreement the Licensee agrees to pay to the Licensor:

- (a) the sum of 3,000.00 (three thousand) US Dollars as a non-returnable advance against the Royalty on signature of this Agreement; and
- (b) a royalty of 6% of net box office receipts (as defined in clause 3.2) in respect of all public performances of the Production that the Licensee presents (the **Royalty**) which shall be payable, less the Advance:
 - i) within 30 days of the end of the Fixed Run Engagement Period in respect of the performances during such period; and
 - ii) within 30 days of the end of the Extended Engagement Period in respect of performances during such period,

and the Licensee agrees to provide Licensor with an "estimated" Royalty amount within 5 Business Days after the close of each of the Fixed Run Engagement Period and the Extended Engagement Period via e-mail to Russ Streiner at russflix@icloud.com.

- 3.2 The term "net box office receipts" means the actual weekly box office receipts arising from the sale of seats or admission in respect of all public performances of the Production after deduction of ticket agency and credit card commissions (estimated to be between 3%-5%, but dependent on the venue), PRS (Performing Rights Society) payments and less 20% or prevailing rate of Value Added Tax.

- 3.3 Save as set out in clause 3.1, the Licensor shall not be entitled to any payment from the Licensee in respect of the rights granted under this Agreement.
- 3.4 Based upon accurate and timely box office receipt information to be supplied to the Licensor by the Licensee, Licensor shall invoice Licensee for all payments due to the Licensor under clause 3.1 of this Agreement, such invoices to be submitted by email to: julie@imitatingthedog.co.uk. Any and all invoices submitted by Licensor to Licensee will be paid within five (5) working days.
- 3.5 The Licensee shall at all times keep or cause to be kept proper and usual books of account and records showing the receipts from all performances of the Production given by the Licensee under this Agreement. A box office statement showing performance receipts and how the Royalty has been calculated will be submitted to the Licensor as a part of the Royalty payment.
- 3.6 The Licensor shall on request be entitled to audit on reasonable notice during normal business hours no more than once in any 12 month period all books of accounts and other records in the Licensee's possession relating exclusively to sums payable by the Licensee under this Agreement, subject always to clause 11 (Confidentiality).
- 3.7 If any audit under clause 3.6 reveals an underpayment, the Licensee shall promptly pay to the Licensor a sum in the amount of the underpayment and, where the underpayment is 5% or more of the sums paid, the Licensee shall reimburse the Licensor the reasonable costs of such audit.

4. Credit

- 4.1 The Licensee agrees to credit the Licensor in all programmes, posters, other marketing materials (whether print or digital) and front of house boards relating to the Production under the control of the Licensee with language similar to the following:
- "Night Of The Living Dead™ REMIX" is presented by courtesy of Image Ten, Inc."*
- 4.2 The Licensee shall provide to the Licensor printed and digital copies of the marketing materials referred to in clause 4.1 so that the Licensor may use such materials to expand awareness of the Restored Film and the "Night of the Living Dead" brand.
- 4.3 The Licensee will include in the programme for the Production an approved biography of the Licensor and the director and writer of the Restored Film together with approved photographs. The Licensor will provide the biography and photographs to the Licensee by no later than 1 December 2019.
- 4.4 The Licensee shall not be liable for any casual or inadvertent failure to credit the Licensor, although the Licensee will use reasonable endeavours to correct any such failure following written notice of the same from the Licensor.

5. Tickets

The Licensee will make available to the Licensor four complimentary tickets for the press night performance of the Production at the Leeds Playhouse, which is provisionally scheduled to take place on or about 28 January 2020.

6. Warranties and Indemnities

- 6.1 The Licensors hereby represents, warrants and undertakes to the Licensee that:
- (a) the Licensors has the full right, power and authority to enter into this Agreement and to grant all of the rights granted under this Agreement;
 - (b) the Licensors owns and controls all rights necessary in relation to the Restored Film (including its screenplay/script) to enable the Licensee to present the Production in the manner set out in the Schedule and no consent of any other third party is required;
 - (c) the Licensors has not entered, and will not enter, into any agreement or commitment that will interfere in any way with the rights granted under this Agreement except as disclosed in clause 2.2; and
 - (d) exploitation by the Licensee of the Rights and use of the Restored Film (including its screenplay/script) in the Production in the manner set out in the Schedule will not infringe or make unauthorised use of the rights of any third party.
- 6.2 The Licensors agrees to indemnify and keep indemnified the Licensee against any loss, damage, expense or liability (including reasonable legal fees) suffered by the Licensee (whether or not reasonably or otherwise foreseeable or avoidable) as a result of any breach by the Licensors of any of the warranties in this clause 6.

7. Term and Termination

- 7.1 This Agreement shall commence on the date of this Agreement and, unless terminated earlier in accordance with this clause 7, shall continue until the end of the Engagement Period.
- 7.2 The non-defaulting party may terminate this Agreement with immediate effect at any time by giving written notice to the other party if the other party is in material breach of this Agreement which is either irremediable or, if remediable, the other party has failed to remedy the breach within 10 days of written notice specifying the breach and the steps required to remedy it.
- 7.3 Any termination of this Agreement (however caused) by either party shall not affect any rights or liabilities of either party that have accrued prior to the date of termination.
- 7.4 In the event of the termination of this Agreement for whatever reason:
- (a) all rights granted to the Licensee under this Agreement shall continue; and
 - (b) the Licensee shall pay to the Licensors any sums accrued and payable under clause 3.1;
 - (c) all clauses that need to survive termination to give effect to their meaning shall survive termination, including clauses 2.1, 6, 8 and 11.

8. Withholding Tax

- 8.1 The Licensee is authorised to deduct from any sums payable to the Licensor under this Agreement such portion of it as the Licensee has a liability imposed by law, statute or decree to withhold and pay by way of tax.
- 8.2 The Licensee agrees to notify to the Licensor details of any withholding of money under this clause 8 and any payment of such money the Licensee makes to the relevant authority and any necessary certificate will be issued.
- 8.3 The Licensee agrees to co-operate fully with the Licensor to the extent to which the Licensor wishes to seek exemption (if available) from any liability for withholding tax.

9. Non-Exercise of Rights

The Licensee is not obliged to exercise any rights granted to it under this Agreement. If the Licensee fails to present the Production or curtails the presentation of the Production, the Licensor agrees not to make any claim against the Licensee for the loss of opportunity to enhance the Licensor's reputation or any other loss, damage or compensation and the Licensor shall be entitled to retain any sums already paid by the Licensee to the Licensor pursuant to clause 3.1 but shall not be entitled to any further payments.

10. Remedies

The Licensor will not have the right to injunct or in any way restrain the presentation, promotion or exploitation of the Production. Any claim by the Licensor shall be limited to a claim for damages.

11. Confidentiality

Neither party will at any time disclose to any person (except the party's professional representatives or advisers or as may be required by law or by any legal or regulatory authority) any confidential information relating to the business or affairs of the other party.

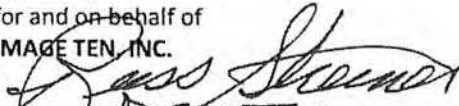
12. Various

- 12.1 The headings in this Agreement are for convenience only and will not affect the interpretation of this Agreement.
- 12.2 References to clauses, the Schedule and parties are references to the clauses, the Schedule of and parties to this Agreement.
- 12.3 Any phrase in this Agreement introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following these terms.
- 12.4 This Agreement constitutes the entire agreement, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the Licensor and the Licensee relating to its subject matter.
- 12.5 This Agreement is personal to the parties and may not be assigned to any third party without the prior written consent of the other party.

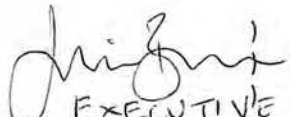
- 12.6 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of the Licensor and the Licensee.
- 12.7 The parties agree that the provisions of this Agreement are not intended to confer any rights of enforcement on any third party. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement or any of its provisions.
- 12.8 This Agreement will not constitute any partnership, joint venture or agency relationship between the Licensor and the Licensee.
- 12.9 The Licensor shall at the request and expense of the Licensee at any time execute all such documents and do such other acts or things as may be necessary to confirm to the Licensor any rights granted to it under this Agreement.
- 12.10 Any notice given under this Agreement will be in writing and will be delivered personally or sent by first class prepaid, registered or recorded delivery or by airmail if posted to another country to the party due to receive the notice, at that party's address set out at the beginning of this Agreement in the case of the Licensor and to 3 Copmanroyd Cottages, Otley, LS21 2EU, United Kingdom in the case of the Licensee (or any other address notified to the other party in writing from time to time in accordance with this clause 12.10). Any notice given shall be deemed to have been served immediately in the case of personal delivery and in the case of postal delivery on the second Business Day following the date of posting (or the fifth Business Day if posted to another country) or on acknowledgement of receipt if earlier. Business Day in this Agreement means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 12.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Executed signature pages of this Agreement sent by email either as Tagged Image Format Files (TIFF) or in Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the parties to exchange original counterparts as quickly as practicable after execution of this Agreement.
- 12.12 This Agreement is governed by and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts.

The parties to this Agreement have signed it in acceptance of its terms on the date written at the head of this Agreement.

Signed by
for and on behalf of
IMAGE TEN, INC.


DIRECTOR

Signed by
for and on behalf of
IMITATING THE DOG LIMITED


EXECUTIVE DIRECTOR

 **imitating the dog**
Co No: 06527100
VAT No: 930 4236 52
www.imitatingthedog.co.uk

EXHIBIT L

MERCHANDISING AGREEMENT

This Merchandising Agreement (hereinafter referred to as the "Agreement") is made and entered into this 24th day of July 2019, by and between The Next Big Thing LLC, DBA Impact Merchandising, 2451 Saint Mary's Avenue, Omaha, Nebraska, 68105 (hereinafter referred to as "The Next Big Thing") and Image Ten, Inc., 361 Prospect Road, Evans City, PA 16033 (hereinafter referred to as "Licensor").

1. Non-exclusive License of Rights.

- (A) The Property shall be defined as certain logos, actor likenesses and photographs associated with the 1968 motion picture *Night of the Living Dead*™ directed by George A. Romero. (hereinafter referred to as "Assets").
- (B) Licensor hereby grants to The Next Big Thing the non-exclusive license to produce, sell, and advertise merchandise based on the Property (hereinafter referred to as the "Products") in accordance with the terms of this Agreement.
- (C) The Next Big Thing is permitted to market the Products for retail sale, wholesale sale, mail order sale, and via radio, television, and Internet solicitation of orders.
- (D) Licensor warrants and represents that it owns the Property and related (Assets) and possesses the authority to grant The Next Big Thing the non-exclusive license set forth in this Agreement.
- (E) The Next Big Thing agrees the (Assets) shall remain the sole and exclusive property of the Licensor and nothing in this Agreement shall be interpreted to limit or alter Licensor's ownership and complete control over the Property.
- (F) Promptly upon execution of this Agreement, Licensor shall deliver the Photographic and Design (Assets) to The Next Big Thing in such form as shall be reasonably suitable for commercial copying and use. The Next Big Thing agrees that at the conclusion of this Agreement, all copies and representations of the (Assets) that are furnished by Licensor shall be returned to Licensor or disposed of at Licensor's discretion. Such disposition shall be at The Next Big Thing's sole expense.

2. Term and Territory.

- (A) This Agreement shall commence upon September 1, 2019 and shall continue for a period of two years through and including August 31, 2021 (hereinafter referred to as the "Term") or continue until such date as The

Next Big Thing recoups the total compensation defined by the royalty advance, royalty guarantee and/or outstanding invoices. Upon the termination of this Agreement, The Next Big Thing shall:

- (i) enter a sell-off period. When the initial Term expires in due course, The Next Big Thing shall have the right to sell off existing inventory for a period of six (6) months following date of expiration of Agreement. The Next Big Thing shall not manufacture excess numbers of Products in anticipation of the sell-off period.
 - (ii) immediately cease all manufacturing of the Products containing the Designs;
 - (iii) return to Licensor at The Next Big Thing's sole expense all originals, samples, copies, and other representations of the Designs provided by the Licensor. Licensor may purchase any portion or all the remaining portion of the Products containing the Designs. The Next Big Thing shall be permitted to sell any remaining inventory of the Products containing the Designs not so purchased by Licensor following termination of this Agreement subject to the royalty schedule contained herein.
- (B) The Next Big Thing may exercise the rights granted to it herein throughout Worldwide (the "Territory").

3. Compensation.

- (A) Monetary Advance: As payment for the rights licensed to The Next Big Thing, The Next Big Thing agrees to pay to Licensor a guarantee against the sums payable to Licensor pursuant to the terms of this Agreement the sum of Five Thousand Dollars (\$5,000) for the rights to produce mutually agreed upon designs. An initial advance of Two Thousand Five Hundred (\$2,500) will be paid upon receipt of the signed Agreement. An additional Two Thousand Five Hundred (\$2,500) will be paid on August 1, 2020 or the difference of the remaining guarantee that has not been recouped. Any such advances will be recouped by The Next Big Thing from royalties and other payments payable to Licensor hereunder.
- (B) Any merchandise ordered not covered by the Advance will be supplied to Licensor on a Net 30-day basis. Amount of credit will be at The Next Big Thing's discretion. All previous balances must be paid before merchandise can be reordered within the same 30-Day period.
- (C) For rights licensed herein by Artist to The Next Big Thing, The Next Big Thing will pay to Licensor a royalty equal to Twelve and one half percent (12.5%) of gross revenue received by The Next Big Thing.

- (D) The foregoing royalty payments shall be due to Licensor on the thirtieth day after the end of each calendar quarter. Together with such royalty payments, The Next Big Thing shall provide Licensor with an itemized statement of the number of each Product sold, the price of each Product sold and the royalty owed to Licensor for each such Product. The Next Big Thing will render a statement and pay such royalties, less any taxes that are legally required to be withheld or paid, and any other permissible offsets.
- (E) The Next Big Thing shall maintain accurate books of account and records of all transactions relating to the Products containing the Designs. Such books and records shall be open to inspection by Licensor during regular business hours and upon not less than twenty-four hours prior written notice to The Next Big Thing.

4. Product Approval.

- (A) Licensor shall have a right of prior written approval over the Products. All such approvals shall be exercised by Licensor in good faith. The Next Big Thing shall not create or otherwise incorporate into the Products and/or any advertising, promotional or marketing materials for the Products any content that depicts the Property in a manner substantially different from the way it is generally depicted by Licensor. The Next Big Thing shall comply with Licensor's quality standards and requirements, including, without limitation, the requirement that none of the Products may be or contain any pornographic, intimate or sexual content or nature.
- (B) Licensor is to be granted six (6) samples of each Product produced for inspection before such Product is sold.

5. Trademark and Copyright Guidelines.

- (A) All t-shirt and apparel related Products are required to have a superscript registered trademark symbol (®) after the movie logo. If no logo, but text, the movie title must be capitalized, followed by the registered trademark symbol (®). E.g. NIGHT OF THE LIVING DEAD ®
- (B) The Standard Legal Line should be used on all Product packaging: "© [Year of availability of product] Image Ten, Inc. All Rights Reserved. Night Of The Living Dead is the registered trademark of Image Ten, Inc. Used under license."

(C) If there is no Product packaging or limited space on the Product packaging, the Short Legal Line can be used, upon approval: "TM and © [Year of availability of product] Image Ten, Inc."

6. Complete Agreement and Binding Effect.

This Agreement will come into force and effect after it is signed by Licensor and countersigned by The Next Big Thing. This Agreement may not be changed, amended, or altered except by a writing signed by all of the parties hereto. Any dispute arising out of this Agreement will be adjudicated in a court or tribunal. The prevailing party shall recover its costs and attorneys' fees incurred from the losing party, including interest.

7. Severability.

If any part of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having the jurisdiction to make such a determination, the remainder of this Agreement will remain in full force and effect.

8. Indemnification.

Notwithstanding anything to the contrary contained herein, Licensor agrees to defend, indemnify, and hold harmless The Next Big Thing against all claims, suits, costs, damages, and expenses (including reasonable attorney's fees) that The Next Big Thing may sustain by reason of any actual or alleged infringement, breach or violation by the designs of any third party right, including without limitation any trademark, copyright, right of publicity, right of privacy, name, image or likeness.

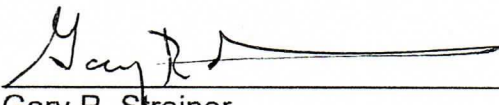
IN WITNESS WHEREOF the parties hereto have entered into and signed this Agreement as of the day and year first above set forth.

FOR The Next Big Thing, LLC:

FOR Image Ten, Inc.



Michael Howard
President



Gary R. Streiner
Director